



Office of Statewide Health
Planning and Development

Family Nurse Practitioner Training Program
Primary Care Physician Assistant Training Program

Grant Guide
For Fiscal Year 2017-18

If your program requires approval to contract from a coordinating authority, please inform the authority of the terms and conditions contained in this Grant Guide. All applicants will be required to agree to the terms and conditions prior to receiving funds. The Office of Statewide Health Planning and Development will not make changes to the terms and conditions specified in this Grant Guide.

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A. Background/Mission

Pursuant to the Song-Brown Health Care Workforce Training Act, Health & Safety Code Sections 128200, et. seq., the California Healthcare Workforce Policy Commission (Commission) will consider applications to support the training of family nurse practitioner training programs and primary care physician assistant training programs. After review of the applications, the Commission makes recommendations for grant award to the Director of the Office of Statewide Health Planning and Development (OSHPD).

OSHPD works to increase and diversify California's health workforce through the Healthcare Workforce Development Division (HWDD). The Song-Brown program funds institutions that train primary care health professionals by providing healthcare in California's medically underserved areas. Competitive proposals demonstrate a commitment to Song-Brown goals and success in meeting the three statutory priorities:

- Attracting and admitting under-represented minorities and those from underserved communities
- Training students in underserved areas
- Placing graduates in underserved areas

B. Eligibility, Available Funding, and Award Levels

Each Family Nurse Practitioner Training Program approved for funding under the Song-Brown Health Care Workforce Training Act (hereinafter "the Act") must be operated by an accredited California School of Nursing or shall be approved by the Regents of the University of California or by the Trustees of the California State University and Colleges, or shall be approved by the Board of Registered Nursing, pursuant to Section 2834-2837, Article 8, Chapter 6, Div. 2, of the Business and Professions Code.¹

Each Primary Care Physician Assistant Training Program approved for funding under the Act must meet the standards set forth by the Medical Board of California for the training of the Primary Care Physician Assistants, pursuant to Section 3500, Chapter 7.7, Div. 2 of the Business and Professions Code and to Section 1399.500, Article 1-7, Div. 13.8, Physician Assistant Examining Committee of the Medical Board of California, Title 16 of the California Code of Regulations.²

1. Available Funding

Grant awards are limited to the funds available from the state's Fiscal Year 2017-18 Budget act, as specifically approved in budgetary line items. This is a one-time grant opportunity with no implied or expressed guarantee of subsequent funding after the initial contract award resulting from this application.

\$1,350,000 in Capitation funding is available for one year from the California Health Data Planning Fund to support Family Nurse Practitioner Training Program and Primary Care Physician Assistant Training Program grants.

¹ California Healthcare Workforce Policy Commission Family Nurse Practitioner Standards (see Attachment C)

² California Healthcare Workforce Policy Commission Primary Care Physician Assistant Standards (see Attachment D).

OSHPD may award full, partial, or no funding to an applicant based on the applicant's success in meeting the selection criteria and the amount of funds available to award. Competitive proposals will meet the Song-Brown Program evaluation criteria, and demonstrate a commitment to Song-Brown goals.

2. Funding Limits

- Programs with up to 50 currently enrolled students may apply for a maximum of \$96,000 or \$12,000 per student for up to 8 students.
- Programs with between 51 and 75 currently enrolled students may apply for a maximum of \$120,000 or \$12,000 per student for up to 10 students.
- Programs with between 76 and 100 currently enrolled students may apply for a maximum of \$168,000 or \$12,000 per student for up to 14 students.
- Programs with more than 100 currently enrolled students may apply for a maximum of \$192,000 or \$12,000 per student for up to 16 students.

3. Determining Eligibility

To be eligible, your program must be approved by the Board of Registered Nursing and or accredited by the Accreditation Review Commission on Education for Physician Assistant.

C. Initiating An Application

To apply, you must comply with the instructions contained in Section P. CalREACH Technical Guide of this Grant Guide. It is the applicant's responsibility to provide all necessary information for OSHPD to evaluate the application and verify information contained in the application.

You must register and submit all applications through the web-based application Responsive Electronic Application for California's Healthcare (CalREACH), at <https://calreach.oshpd.ca.gov>.

Applicant organizations and designees must register as a new user or enter an existing username and password to access the application materials. Section P. CalREACH Technical Guide details information regarding CalREACH, including how to register, and how to complete and submit your application.

D. Budget Restrictions

These funds are for the general education and training of students only. Applicants are not required to submit a proposed budget, as OSHPD will pay grantees on a capitated rate per student. The funding established pursuant to this act shall be utilized to expand primary care services. These funds shall not be used to supplant existing state or local funds to provide primary care services.

Indirect costs are not allowable for capitation funding.

E. Evaluation and Scoring Procedures

1. Evaluation and Scoring

The Song-Brown program applications will receive a quantitative score from the CalREACH system using the information provided in the application.

2. Review Process

During the review process, Song-Brown staff will verify submission of all required information as specified in this Grant Guide and score applications using only the established evaluation/ scoring criteria. Staff will advise the Commission on application revisions. Applications that are most consistent with the intent of this grant will be considered most competitive.

If, in the opinion of OSHPD, an application contains false or misleading information, or includes documentation that does not support an attribute or condition claimed, OSHPD will reject the application. OSHPD reserves the right to reject any or all applications or to reduce the amount of funding provided to an applicant.

3. Presentations

After reviewing and scoring applications, Song-Brown will identify a select number of programs to present to the Commission at its meeting on **January 10 and 11, 2018**. The Program Director or other authorized representative of the organization will provide a summary of the training program, key highlights of the program, and an overview of any successfully demonstrated strategies. The presentations serve to help capture and share information and best practices across programs. Your presentation, or lack thereof, will not influence your final score.

Song-Brown strongly encourages all applicants to attend the Commission meeting. Though attendance is voluntary, it provides a valuable opportunity for programs to leverage the information, best practices, and expertise shared in the presentations to help identify and address any deficiencies or opportunities for continuous improvement on future Song-Brown grant applications. The meeting also provides an opportunity for programs to address the Commission, if desired, and answer any questions the Commission might have.

4. Final Selections

During the funding meeting, the Commission will make final awards based on which applications best meet the goals and statutory priorities related to the funding that OSHPD receives. Once the Commission makes the final selections, OSHPD will announce grantees by the date listed in this Grant Guide.

5. Post Award

Applicants awarded funds enter into a grant agreement with OSHPD for the term beginning **June 30, 2018** and ending on **August 15, 2019**. Grant payment period will be **June 30, 2018 thru June 29, 2019**. Payments will be made on a semester or quarterly basis in arrears upon receipt of a semester or quarterly certification form documenting that the program has met the intent of the grant.

OSHPD will withhold the final quarterly or semester payment due to the Contractor under this Grant Agreement until all required reports are submitted to OSHPD and approved. OSHPD will notify the contractor of approval in writing. All awardees will be required to submit a final report with data outcomes within 45 days of the end of the grant period (**June 29, 2019**) but no later than **August 15, 2019**.

F. Evaluation and Scoring Criteria

Please refer to **Attachment A** for Evaluation and Scoring Criteria.

G. Grant Agreement Deliverables

All grantees will be required to submit a Final Report, along with supporting materials, to Song-Brown within 45 days of the conclusion of the program's activities or the due date listed in Section L. Key Dates, whichever is earlier. The Final Report must contain a detailed account of how the funds were expended. Grantees will receive the Final Report template and instructions from Song-Brown staff as these documents are available.

H. Additional Terms and Conditions

1. By submitting an application, you and your organization agree(s) to the grant terms and conditions.
2. If your program requires approval to contract from a coordinating authority, please inform the authority of the terms and conditions contained in this Grant Guide. All applicants will be required to agree to the terms and conditions prior to receiving funds. The Office of Statewide Health Planning and Development will not make changes to the terms and conditions specified in this Grant Guide.
3. The funding established pursuant to this act shall be utilized to expand primary care services. These funds shall not be used to supplant existing state or local funds to provide primary care services.
4. Grant agreements must be signed and submitted by the due date listed in Section L. Key Dates of this Grant Guide. Failure to sign and return the grant by the due date may

result in loss of award.

5. Any edits to the grant agreement will be considered a counter-proposal and will not be accepted.
6. When the grantee is a county, city, school district, or other local public body, a copy of the resolution, order, motion, ordinance, or other similar document shall accompany the signed grant from the local governing body authorizing execution of the agreement.
7. The grantee will submit their Final Report as specified and adhere to the deadlines as specified in this Grant Guide. Anticipating potential overlaps, conflicts, and scheduling issues, to adhere to the terms of the grant, is the sole responsibility of the grantee.
8. If, upon reviewing the Final Report, OSHPD finds that not all requirements have been met and or funds have not been expended, OSHPD will request the remittance of those funds from the grantee.
9. All grant deliverables, including reports and supporting documentation, shall become subject to the Public Records Act.

The grantee shall submit in writing any requests to change or extend the grant or to change the budget at least forty-five (45) days prior to the end of the grant date.

I. Post Award and Payment Provisions

Applicants awarded funding will enter into a grant agreement with OSHPD for the period beginning on **June 30, 2018** and ending on or before **August 15, 2019**.

Payments will be made to grantees on a quarterly or semester basis in arrears.

J. Grant Questions and Answers

Read this Grant Guide in its entirety. You can find answers to most questions in this Grant Guide and or in the CalREACH system. If you have any questions relating to the intent or interpretation of grant language, contact Song-Brown staff by email at songbrown@oshpd.ca.gov.

If you have questions related specifically to the electronic application in CalREACH **and** have not found your answers in this Grant Guide, contact the help desk at 866-449-1425 or azhelpdesk@agatesoftware.com.

K. Technical Assistance

Training materials will be posted on July 31, 2017, at 5:05 PM at <https://www.oshpd.ca.gov/HWDD/Song-Brown-Program.html>. To assist you in completing and submitting an application, the training materials will provide a Grant Guide overview, including the grant's main objectives, what an application should contain, and a brief demonstration of CalREACH.

L. Key Dates

The key dates for the program year are as follows:

Online Training Materials	Available on July 31, 2017 on the Song-Brown web site.	5:05 PM PDT
Application open in the CalREACH system	August 2, 2017	3:00 PM PDT
Application submission deadline	September 14, 2017	3:00 PM PDT
Review of applications period	September 15—December 29, 2017	
Notify applicants their preliminary scores and possible invitation to present at Commission Meeting	TBD	
Commission Meeting / Presentations / Awards	January 10-11, 2018	
Send notice to awardees	January 30, 2018	5:00 PM PST
Grant Agreements sent to awardees	April 1, 2018	5:00 PM PST
Grant Agreements due ³	June 1, 2018	3:00 PM PDT
Grant term ⁴	June 30, 2018—August 15, 2019	
Certifications due from Grantees	Quarterly in arrears	
Final Report due ⁵	August 15, 2019	3:00 PM PDT

M. Application Components

A submitted online application must contain all information and conform to the format described in this Grants Guide in order to be considered. It is the applicant's responsibility to provide all necessary information for the Commission to evaluate the application.

A completed application consists of the following main sections:

1. Application
2. Statutory Criteria
3. Budget Expenditures
4. Attachments
5. Assurances

N. CalREACH Technical Guide

1. Accessing the Application System

OSHPD uses a web-based application system, Responsive Electronic Application for California's Healthcare (CalREACH), to allow applicants to submit applications in response to this grant opportunity. The information contained in this Grant Guide is provided for your instruction and contains all the basic technical information needed to complete an application in the system.

³ Work cannot begin until the Grant Agreement is signed and fully executed.

⁴ Per the Grant Agreement, grant activities must take place during the program period.

⁵ The Final Report will be due within 45 days of the conclusion of program activities.

To access CalREACH, go to <http://calreach.oshpd.ca.gov>. To ensure proper functionality in CalREACH, use the Internet Explorer or Google Chrome browser.

2. Registration and Login

All applicant organizations and their designees must register in CalREACH. To register for the first time, click the NEW USER link on the “Login Page” and follow the instructions. **You must wait for approval by Song-Brown staff before being able to proceed with the application.** When approved, you will receive a confirmation email that will allow you to log in using your username and password. You then will be directed to the “**WELCOME PAGE**”. From the “**WELCOME PAGE**”, you have the option to **View Available Opportunities**, **Open My Inbox**, or **Open My Tasks**.
Initiating an Application

Once you have successfully logged in, you can view available opportunities from the “**WELCOME PAGE**”. Click on **VIEW OPPORTUNITIES**, locate the Song-Brown Family Nurse Practitioner/Primary Care Physician Assistant Capitation 2017 Grant and when ready, click the **APPLY NOW** button.

3. Application Format and Content

Once you have agreed to apply for Song-Brown in CalREACH, you will have the ability to **VIEW**, **EDIT**, and **COMPLETE** forms on the Family Nurse Practitioner/Primary Care Physician Assistant Program Menu page. Clicking on the **VIEW FORMS** button will allow you to access the electronic application forms.

NOTE: The system will **time-out after two hours** from the start of the application. To prevent the system from timing-out, save your work, **logout and log back in**.

IMPORTANT: To access a saved application, see Section P. CalREACH How To of this Grant Guide.

There are **10 forms in CalREACH** required for your application:

1. Program Information
2. Contractor Information
3. Executive Summary
4. Statistics
5. Graduates Information
6. Underrepresented Minorities
7. Training Sites
8. Program Expenditures
9. Required Attachments
10. Program Director Assurances

Each CalREACH form contains instructions at the top of the page and notes character limits. Enter the appropriate information into each form. To save your work, click the **blue SAVE** button in the upper right hand corner regularly and anytime you leave a form or the CalREACH system.

Form 1: Program Information

Practice Type

Select from the following practice specialties:

- Family Nurse Practitioner Training Program
- Primary Care Physician Assistant Training Program
- Combined Family Nurse Practitioner / Primary Care Physician Assistant Training Program

Funding Availability by Program Size

Click on the radial button corresponding to the number of students in your program. Click on the **SAVE** button.

\$1,350,000 in Capitation funding is available this year via state funding. Requested funds are based on the number of students trained per year as listed below:

Program Size	Maximum Request Amount
Up to 50 students	\$96,000.00
Up to 75 students	\$120,000.00
Up to 100 students	\$168,000.00
101 or more students	\$192,000.00

Program Director

This field will automatically populate using the name provided when the account was created. The Program Director is responsible for all grant deliverables, including quarterly certifications and final reports. The Program Director is also the liaison and point of contact between their institution and Song-Brown in all matters related to the grant.

Note: Notify Song-Brown at songbrown@oshpd.ca.gov **as soon as possible** of any Program Director changes during the application period.

Program Director Degree

Select the Program Director's degree from the dropdown list.

Program Director Email and Phone

Provide contact information as it should appear in the grant.

Title of Training Program

Select your Training Program from the dropdown list. If the training program is in the dropdown list, the address will populate once "saved". If the training program is not in the dropdown list: **(1)** fill in the **Title of Training Program** text box, and **(2)** complete address **and county text box** fields. A complete address must include the street address, city, state, and zip code. **Do not use a P.O. Box address.**

Quarterly or Semester Payment Option

At the bottom of the page, click the corresponding radio button next to **Quarterly** or **Semester** to indicate the frequency of your payments.

Form 2: Contractor Information

Name of Contract Organization

The Contract Organization is the institution that will be legally and financially responsible and accountable for all state funds awarded based on this application. OSHPD enters into the grant agreement with this organization.

IMPORTANT: Provide the Contract Organization name **exactly as it should appear in the grant agreement**.

Contracts Officer

Provide the name of the current *post award* Contracts Officer and their contact information as it should appear in the grant.

Mailing Address

Provide the address where the grant agreement should be mailed. A complete address is considered to be the street address, city, state, and zip code. **Do not** use a P.O. Box address.

Note: OSHPD must be notified in writing, as soon as possible, of any changes in the Contract Organization or Contracts Officer during the application period (from application submission through award end term date).

Federal Tax ID Number

Provide your organization's 9-digit Federal Tax ID number.

Form 3: Executive Summary

Provide a summary of your program in the first text box **in no more than 3000 characters**.

Provide a description of primary care career pathways and or pipeline activities your students participate in, including outreach efforts, curriculum, teaching modalities, successes and challenges, best practices, and any relevant outcomes related to your pipeline program in **no more than 3000 characters**.

Form 4: Statistics

Academic Years: 2015/16 and 2014/15:

1. Provide the **total program capacity** for the academic years indicated in the table.
2. Provide the **total number of first year slots available** for the academic years indicated in the table.
- 2a. Provide the **total number of second year slots available** for the academic years indicated in the table.
3. Provide the **number of qualified students that applied to your program** for the academic years indicated in the table.
4. Provide the **number of students accepted to your program** for the academic years indicated in the table.
5. Provide the **number of accepted students that enrolled in your program** for the academic years indicated in the table.
6. Provide the **number of second year students accepted to your program** for the academic years indicated in the table.
7. Provide the **total number of male students trained** during the academic years indicated in the table.
8. Provide the **total number of female students trained** during the academic years indicated in the table.
9. Provide the **total number of transgender students trained** during the academic years indicated in the table.

Current Students:

1. Provide the **total number of current male students**.
2. Provide the **total number of current female students**.
3. Provide the **total number of current transgender students**.
4. Provide the **average number of patients seen by first year students**.
5. Provide the **average number of patients seen by second year students**.

Form 5: Graduates Information

IMPORTANT: You will be filling out one page for each of your graduates. The total number of graduates must match the total number of graduates input into the **UNDERREPRESENTED MINORITIES** page.

1. It is the responsibility of the applicant to provide current practice site data. If you have chosen to copy data from a previous year, you are certifying that you have verified the data is current.
2. Providing data other than the current practice site may affect your scores.
3. **Do not** provide home addresses of graduates.
4. If you are a **returning applicant** using data from a previous year's application, you will **need to delete the graduate data for the years we are no longer requesting**. List graduates in **alphabetical order by graduating class**.
5. Provide complete graduate data for **two years'** post-graduation: **2014/15 and 2015/16**.

New Programs

If you are a new program and have no graduates to report for the period requested, check the **THIS IS A NEW PROGRAM WITH NO GRADUATES TO REPORT** box. Click **SAVE** and proceed to the next page of the application.

Practice Site

If you have graduates to report, follow these steps to enter your graduate information.

1. Provide the **graduate's first and last name**.
2. Check the boxes if a graduate is Office of Statewide Health Planning and Development's Health Professions and Education Foundation (**HPEF**) **Scholar** and or National Health Service Corps (**NHSC**) **Scholarship Recipient**.
3. Using the dropdown list, select the **Graduate Practice Specialty**.
4. Click **SAVE**.
5. a. **For a graduate that you know is both practicing in California AND the name of the practice site at which the graduate is working**, click on the blue **ADD/EDIT ADDRESS** in **Option #1**. Enter some or all of the name of the graduate's **practice site** and click on the blue **SEARCH** button. A list of possible sites will appear if the graduate's site is in the CalREACH database.

If you get a "Page Error(s)" message, this means that the graduate's practice site is **NOT in the CalREACH database** and you will need to enter this information. To do so, click on the **Back** link in the top left side of the page and **enter the name of the practice site name** under **Option #3** and click **SAVE**. Then click

on the blue **ADD/EDIT ADDRESS** in **Option #3** and **enter the address** for this practice site and click **SAVE**. If you get a “Page Error(s)” message, click the **Back** button and look to see if the address you entered shows up in the appropriate field under **Option #3**. If it does appear, click **SAVE**. This should clear up the error message. If it does not, contact Song-Brown staff by email at songbrown@oshpd.ca.gov.

- b. **If you know the graduate is located in California BUT DO NOT know their current practice site**, click on the blue **ADD/EDIT ADDRESS** in **Option #1** and click **SAVE**.
- c. **For a graduate not practicing in California**, click the “**Unknown**” button under **Option #2—even if you know the graduate’s out-of-state practice location—** and click **SAVE**.
- d. **For a graduate working in private practice**, enter the first and last name and Practice Title of the private practitioner for which the graduate is working and click **SAVE**. Click **ADD/EDIT ADDRESS** in **Option #4**

Form 6: Underrepresented Minorities

Graduates

Please list the racial/ethnic background of graduates for the graduate years indicated.

NOTE: The total number of graduates must match the total number of graduates input into the **Graduates Information** page.

Current Students

List the racial/ethnic background of the current first- and second-year students in your program.

Form 7: Training Sites

Fill in the appropriate fields. When done, click **SAVE**.

Click the **ADD/EDIT** page to add your site. If the training site is not listed, fill in the text box provided.

Please indicate if your site is a NHSC site. If it is not, answer the question, “Is the training site a private practitioner’s office?” **YES** or **NO**.

Form 8: Program Expenditures

Provide program expenditures for academic year 2016/17.

- Personnel
- Operating Expenses
- Major Equipment
- Other Costs

When finished, click [SAVE](#). The form will then show the total funds entered.

Form 9: Required Attachments

Provide copies of the most recent approval letter from the appropriate accrediting/approval bodies, including the California Board of Registered Nursing (BRN) and or Accreditation Review Commission on Education for the Physician Assistant (ARC-PA). Also, include your most recent report of findings and any correspondence related to citations.

Provide copies of documentation of the first-time pass rate for Family Nurse Practitioners on the American Nurses Credentialing Center, American Associate of Nurse Practitioners, national certification exam for your AY 2015/16 graduating class.

Provide copies of the documentation of the first-time pass rate for Primary Care Physician Assistants on the Physician Assistant National Certifying Exam for your AY 2015/16 graduating class.

IMPORTANT: You must include **ALL** written correspondence to and from the accrediting/approval bodies regarding concerns or citations.

When finished, click [SAVE](#).

Form 10: Program Director Assurances

You must agree to both statements before moving page onto Application Submission.

When finished, click [SAVE](#).

O. CalREACH How To

1. Determining Space Availability

Some forms that make up the application have character limitations. Please limit your response when completing those forms. The bottom of the text box clearly notes the character limit.

2. Copying-and-Pasting Into CalREACH

Be cautious while utilizing the copy-and-paste function of most word processing programs to transfer text into text boxes within CalREACH. CalREACH will not recognize certain formatting, including tables, graphs, bullets, and certain tabs. Copying

and pasting text into any standard “notepad” (or equivalent) program first will demonstrate similar formatting to the text boxes in CalREACH. Copied text may appear correct on the screen but still cause an error when trying to print the page.

3. Saving Application Forms in CalREACH

Before clicking on to the next form or exiting the system, click the **SAVE** button or you will lose your work. Saving a form or an application is **NOT** submitting an application. To submit your application, please see the “**Submitting an Application**” section below.

4. Accessing a Saved Application

If you stop before completing the application, you may continue where you left off by simply logging into the system with your username and password, clicking the blue **OPEN MY TASKS** button from the “Welcome” page and selecting the application you would like to access by clicking on the name.

5. Adding Individual Logins to Others in Your Organization

The **Primary External Program Director** has administrative rights to create logins for other individuals for whom access to your application(s) is allowed. To do so, click the **MY ORGANIZATION**'s link located in the **BROWN BAR** at the top of the “**WELCOME**” page. Click the **ORGANIZATION MEMBERS** link, then the **ADD MEMBER** link. On the next screen, you can add an individual by clicking the blue **NEW MEMBER** button and enter all the required information. Be careful to enter “**DATE ACTIVE**” consistent with your requirements and there will only be one “**ROLE**” option to select in the related drop down menu.

6. Providing Application Access to Others

The **Primary External Program Director** has administrative rights to add or remove other users to/from applications. Only users assigned to an organization can be added to a document.

Any External Program Director added to the application will also be automatically added to all corresponding related documents when each is created. New users to CalREACH will not be automatically added to existing applications. Any user, however, may be manually added to the application throughout the entire application completion process. To add users to an application, click on the application of choice in the **MY TASKS** section on the “**MAIN MENU**” page. Click on the **VIEW MANAGEMENT TOOLS** button and choose the **ADD/EDIT PEOPLE** link. Type in the name of the individual in the search criteria box and click the **SEARCH** button. From the search results, select the individual's name, set the security role, and fill-in the date you would like this individual to begin having access to the application. Click on the blue **SAVE** button.

7. Printing an Application for Your Records/Use

At any time, you may print out a copy of your full application. From your Song-Brown application menu page, click the blue **VIEW MANAGEMENT TOOLS** button, and then click the **CREATE FULL PRINT VERSION** link.

8. Deleting an Application

To **delete** an application that was started, click the **MY HOME** link in the blue bar at the top of the page you are on. Click on the blue **OPEN MY TASKS** button. Click on the application name, click the blue **VIEW STATUS OPTIONS** button and click the **APPLY STATUS** button underneath **APPLICATION CANCELLED**. It will no longer appear in My Tasks.

9. Submitting an Application

A SAVED application is NOT a SUBMITTED application. The application is only considered submitted when the application status is changed to **SUBMITTED** in CalREACH. This is done on the main screen under **CHANGE THE STATUS** on the **Song-Brown Menu** page by clicking the blue **VIEW STATUS OPTIONS** button. On the **Status Options** page, see **APPLICATION SUBMITTED** and click the blue **APPLY STATUS** button located underneath.

Please note:

- By submitting the application, you/your organization agrees to the grant Terms and Conditions.
- Late or incomplete applications will not be considered. For more detailed information, refer to the “**Key Dates**” section in this Grant Guide.
- Once you click the submit button, you will **NOT** be able to go back to revise the application.
- Applications will not submit if there are any errors found in the system, including missing information such as required attachments, contact information, etc. A red hand icon next to the **FORM** link denotes an error. Go to that page and make changes to clear the error. You may also check page errors by clicking on the **GLOBAL ERRORS** button.
- CalREACH will email a confirmation of receipt to the designated Program Director.
- A completed application contains all completed **FORMS** including the accreditation letters uploaded into the **REQUIRED ATTACHMENTS** Form.

P. Department Contact

For questions related to Song-Brown and the electronic application in CalREACH, please email songbrown@oshpd.ca.gov.

Thank You!

We want to thank you for your interest in applying for the Song-Brown program and for your continued efforts in supporting those who are educating students for practice in underserved areas.

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Attachment A: Evaluation and Scoring Criteria

Section I	Statutory Criteria	Total Points Available
1.	Percent and number of graduates in medically underserved areas	20
2.	Percent and number of underrepresented minority graduates and/or economically disadvantaged graduates	20
3.	Percent and number of clinical training sites in medically underserved areas.	20
Total points possible for Section I		60
Section II	Other Considerations	Total Points Available
1.	Percent and number of underrepresented minority students and/or economically disadvantaged students	15
2.	Percent of clinical hours in areas of unmet need (AUN) 0 points - 0% in AUN 3 points - 1% - 20% - in AUN 6 points - 21% - 40% in AUN 9 points - 41% – 60% in AUN 12 points - 61% – 80% in AUN 15 points - 81% - 100% location of program and/or training sites in AUN	15
3.	Does the program have an 85% or better first time pass rate on the American Nurses Credentialing Center (ANCC), American Associate of Nurse Practitioners (AANP), or the Physician Assistant National Certifying Exam (PANCE) national certification exams? 0 points: Program has 74.99% or below 5 points: 75% to 84% 10 points: 85% or better pass rate	10
Total points possible for Section II		40
Total points possible		100

Attachment B: Authorizing Statute

Health and Safety Code Section 128200. (a) This article shall be known and may be cited as the Song-Brown Health Care Workforce Training Act.

(b) (1) The Legislature hereby finds and declares that physicians engaged in family medicine are in very short supply in California. The current emphasis placed on specialization in medical education has resulted in a shortage of physicians trained to provide comprehensive primary health care to families. The Legislature hereby declares that it regards the furtherance of a greater supply of competent family physicians to be a public purpose of great importance and further declares the establishment of the program pursuant to this article to be a desirable, necessary, and economical method of increasing the number of family physicians to provide needed medical services to the people of California. The Legislature further declares that it is to the benefit of the state to assist in increasing the number of competent family physicians graduated by colleges and universities of this state to provide primary health care services to families within the state.

(2) The Legislature finds that the shortage of family physicians can be improved by the placing of a higher priority by public and private medical schools, hospitals, and other health care delivery systems in this state, on the recruitment and improved training of medical students and residents to meet the need for family physicians. To help accomplish this goal, each medical school in California is encouraged to organize a strong family medicine program or department. It is the intent of the Legislature that the programs or departments be headed by a physician who possesses specialty certification in the field of family medicine, and has broad clinical experience in the field of family medicine.

(3) The Legislature further finds that encouraging the training of primary care physician's assistants and primary care nurse practitioners will assist in making primary health care services more accessible to the citizenry, and will, in conjunction with the training of family physicians, lead to an improved health care delivery system in California.

(4) Community hospitals in general and rural community hospitals in particular, as well as other health care delivery systems, are encouraged to develop family medicine residencies in affiliation or association with accredited medical schools, to help meet the need for family physicians in geographical areas of the state with recognized family primary health care needs. Utilization of expanded resources beyond university-based teaching hospitals should be emphasized, including facilities in rural areas wherever possible.

(5) The Legislature also finds and declares that nurses are in very short supply in California. The Legislature hereby declares that it regards the furtherance of a greater supply of nurses to be a public purpose of great importance and further declares the expansion of the program pursuant to this article to include nurses to be a desirable, necessary, and economical method of increasing the number of nurses to provide needed nursing services to the people of California.

(6) It is the intent of the Legislature to provide for a program designed primarily to increase the number of students and residents receiving quality education and training in the primary care specialties of family medicine, internal medicine, obstetrics and gynecology, and pediatrics and as primary care physician's assistants, primary care nurse practitioners, and registered nurses and to maximize the delivery of primary care family physician services to specific areas of California where there is a recognized unmet priority need. This program is intended to be implemented through contracts with accredited medical schools, teaching health centers, programs that train primary care physician's assistants, programs that train primary care nurse practitioners, programs that train registered nurses, hospitals, and other health care delivery systems based on per-student or per-resident capitation formulas. It is further intended by the Legislature that the programs will be professionally and administratively accountable so that the

maximum cost-effectiveness will be achieved in meeting the professional training standards and criteria set forth in this article and Article 2 (commencing with Section 128250).

§128205. As used in this article, and Article 2 (commencing with Section 128250), the following terms mean:

(a) "Family physician" means a primary care physician who is prepared to and renders continued comprehensive and preventative health care services to families and who has received specialized training in an approved family medicine residency for three years after graduation from an accredited medical school.

(b) "Primary care physician" means a physician who is prepared to and renders continued comprehensive and preventative health care services, and has received specialized training in the areas of internal medicine, obstetrics and gynecology, or pediatrics.

(c) "Associated" and "affiliated" mean that relationship that exists by virtue of a formal written agreement between a hospital or other health care delivery system and an approved medical school that pertains to the primary care or family medicine training program for which state contract funds are sought.

(d) "Commission" means the California Healthcare Workforce Policy Commission.

(e) "Programs that train primary care physician's assistants" means a program that has been approved for the training of primary care physician assistants pursuant to Section 3513 of the Business and Professions Code.

(f) "Programs that train primary care nurse practitioners" means a program that is operated by a California school of medicine or nursing, or that is authorized by the Regents of the University of California or by the Trustees of the California State University, or that is approved by the Board of Registered Nursing.

(g) "Programs that train registered nurses" means a program that is operated by a California school of nursing and approved by the Board of Registered Nursing, or that is authorized by the Regents of the University of California, the Trustees of the California State University, or the Board of Governors of the California Community Colleges, and that is approved by the Board of Registered Nursing.

(h) "Teaching health center" means a community-based ambulatory patient care center that operates a primary care residency program. Community-based ambulatory patient care settings include, but are not limited to, federally qualified health centers, community mental health centers, rural health clinics, health centers operated by the Indian Health Service, an Indian tribe or tribal organization, or an urban Indian organization, and entities receiving funds under Title X of the federal Public Health Service Act (Public Law 91-572).

§128207. Any reference in any code to the Health Manpower Policy Commission is deemed a reference to the California Healthcare Workforce Policy Commission.

§128210. There is hereby created a state medical contract program with accredited medical schools, teaching health centers, programs that train primary care physician's assistants, programs that train primary care nurse practitioners, programs that train registered nurses, hospitals, and other health care delivery systems to increase the number of students and residents receiving quality education and training in the primary care specialties of family medicine, internal medicine, obstetrics and gynecology, and pediatrics, or in nursing and to maximize the delivery of primary care and family physician services to specific areas of California where there is a recognized unmet priority need for those services.

§128215. There is hereby created a California Healthcare Workforce Policy Commission. The commission shall be composed of 15 members who shall serve at the pleasure of their appointing authorities:

(a) Nine members appointed by the Governor, as follows:

- (1) One representative of the University of California medical schools, from a nominee or nominees submitted by the University of California.
- (2) One representative of the private medical or osteopathic schools accredited in California from individuals nominated by each of these schools.
- (3) One representative of practicing family medicine physicians.
- (4) One representative who is a practicing osteopathic physician or surgeon and who is board certified in either general or family medicine.
- (5) One representative of undergraduate medical students in a family medicine program or residence in family medicine training.
- (6) One representative of trainees in a primary care physician's assistant program or a practicing physician's assistant.
- (7) One representative of trainees in a primary care nurse practitioners program or a practicing nurse practitioner.
- (8) One representative of the Office of Statewide Health Planning and Development, from nominees submitted by the office director.
- (9) One representative of practicing registered nurses.
- (b) Two consumer representatives of the public who are not elected or appointed public officials, one appointed by the Speaker of the Assembly and one appointed by the Chairperson of the Senate Committee on Rules.
- (c) Two representatives of practicing registered nurses, one appointed by the Speaker of the Assembly and one appointed by the Chairperson of the Senate Committee on Rules.
- (d) Two representatives of students in a registered nurse training program, one appointed by the Speaker of the Assembly and one appointed by the Chairperson of the Senate Committee on Rules.
- (e) The Deputy Director of the Healthcare Workforce Development Division in the Office of Statewide Health Planning and Development, or the deputy director's designee, shall serve as executive secretary for the commission.

§128220. The members of the commission, other than state employees, shall receive compensation of twenty-five dollars (\$25) for each day's attendance at a commission meeting, in addition to actual and necessary travel expenses incurred in the course of attendance at a commission meeting.

§128224. The commission shall identify specific areas of the state where unmet priority needs for dentists, physicians, and registered nurses exist.

§128225. The commission shall do all of the following:

- (a) Identify specific areas of the state where unmet priority needs for primary care family physicians and registered nurses exist.
- (b) (1) Establish standards for primary care and family medicine training programs, primary care and family medicine residency programs, postgraduate osteopathic medical programs in primary care or family medicine, and primary care physician assistants programs and programs that train primary care nurse practitioners, including appropriate provisions to encourage primary care physicians, family physicians, osteopathic family physicians, primary care physician's assistants, and primary care nurse practitioners who receive training in accordance with this article and Article 2 (commencing with Section 128250) to provide needed services in areas of unmet need within the state. Standards for primary care and family medicine residency programs shall provide that all of the residency programs contracted for pursuant to this article and Article 2 (commencing with Section 128250) shall be approved by the Accreditation Council for Graduate Medical Education's Residency Review Committee for Family Medicine, Internal Medicine, Pediatrics, or Obstetrics and Gynecology. Standards for postgraduate osteopathic

medical programs in primary care and family medicine, as approved by the American Osteopathic Association Committee on Postdoctoral Training for interns and residents, shall be established to meet the requirements of this subdivision in order to ensure that those programs are comparable to the other programs specified in this subdivision. Every program shall include a component of training designed for medically underserved multicultural communities, lower socioeconomic neighborhoods, or rural communities, and shall be organized to prepare program graduates for service in those neighborhoods and communities. Medical schools receiving funds under this article and Article 2 (commencing with Section 128250) shall have programs or departments that recognize family medicine as a major independent specialty. Existence of a written agreement of affiliation or association between a hospital and an accredited medical school shall be regarded by the commission as a favorable factor in considering recommendations to the director for allocation of funds appropriated to the state medical contract program established under this article and Article 2 (commencing with Section 128250). Teaching health centers receiving funds under this article shall have programs or departments that recognize family medicine as a major independent specialty.

(2) For purposes of this subdivision, "primary care" and "family medicine" includes the general practice of medicine by osteopathic physicians.

(c) Establish standards for registered nurse training programs. The commission may accept those standards established by the Board of Registered Nursing.

(d) Review and make recommendations to the Director of the Office of Statewide Health Planning and Development concerning the funding of primary care and family medicine programs or departments and primary care and family medicine residencies and programs for the training of primary care physician assistants and primary care nurse practitioners that are submitted to the Healthcare Workforce Development Division for participation in the contract program established by this article and Article 2 (commencing with Section 128250). If the commission determines that a program proposal that has been approved for funding or that is the recipient of funds under this article and Article 2 (commencing with Section 128250) does not meet the standards established by the commission, it shall submit to the Director of the Office of Statewide Health Planning and Development and the Legislature a report detailing its objections.

The commission may request the Office of Statewide Health Planning and Development to make advance allocations for program development costs from amounts appropriated for the purposes of this article and Article 2 (commencing with Section 128250).

(e) Review and make recommendations to the Director of the Office of Statewide Health Planning and Development concerning the funding of registered nurse training programs that are submitted to the Healthcare Workforce Development Division for participation in the contract program established by this article. If the commission determines that a program proposal that has been approved for funding or that is the recipient of funds under this article does not meet the standards established by the commission, it shall submit to the Director of the Office of Statewide Health Planning and Development and the Legislature a report detailing its objections. The commission may request the Office of Statewide Health Planning and Development to make advance allocations for program development costs from amounts appropriated for the purposes of this article.

(f) Establish contract criteria and single per-student and per-resident capitation formulas that shall determine the amounts to be transferred to institutions receiving contracts for the training of primary care and family medicine students and residents and primary care physician's assistants and primary care nurse practitioners and registered nurses pursuant to this article and Article 2 (commencing with Section 128250), except as otherwise provided in subdivision (d). Institutions applying for or in receipt of contracts pursuant to this article and Article 2 (commencing with Section 128250) may appeal to the director for waiver of these single capitation formulas. The director may grant the waiver in exceptional cases upon a clear

showing by the institution that a waiver is essential to the institution's ability to provide a program of a quality comparable to those provided by institutions that have not received waivers, taking into account the public interest in program cost-effectiveness. Recipients of funds appropriated by this article and Article 2 (commencing with Section 128250) shall, as a minimum, maintain the level of expenditure for family medicine or primary care physician's assistant or family care nurse practitioner training that was provided by the recipients during the 1973-74 fiscal year. Recipients of funds appropriated for registered nurse training pursuant to this article shall, as a minimum, maintain the level of expenditure for registered nurse training that was provided by recipients during the 2004-05 fiscal year. Funds appropriated under this article and Article 2 (commencing with Section 128250) shall be used to develop new programs or to expand existing programs, and shall not replace funds supporting current family medicine or registered nurse training programs. Institutions applying for or in receipt of contracts pursuant to this article and Article 2 (commencing with Section 128250) may appeal to the director for waiver of this maintenance of effort provision. The director may grant the waiver if he or she determines that there is reasonable and proper cause to grant the waiver.

(g) (1) Review and make recommendations to the Director of the Office of Statewide Health Planning and Development concerning the funding of special programs that may be funded on other than a capitation rate basis. These special programs may include the Development and funding of the training of primary health care teams of primary care and family medicine residents or primary care or family physicians and primary care physician assistants or primary care nurse practitioners or registered nurses, undergraduate medical education programs in primary care or family medicine, and programs that link training programs and medically underserved communities in California that appear likely to result in the location and retention of training program graduates in those communities. These special programs also may include the development phase of new primary care or family medicine residency, primary care physician assistant programs, primary care nurse practitioner programs, or registered nurse programs.

(2) The commission shall establish standards and contract criteria for special programs recommended under this subdivision.

(h) Review and evaluate these programs regarding compliance with this article and Article 2 (commencing with Section 128250). One standard for evaluation shall be the number of recipients who, after completing the program, actually go on to serve in areas of unmet priority for primary care or family physicians in California or registered nurses who go on to serve in areas of unmet priority for registered nurses.

(i) Review and make recommendations to the Director of the Office of Statewide Health Planning and Development on the awarding of funds for the purpose of making loan assumption payments for medical students who contractually agree to enter a primary care specialty and practice primary care medicine for a minimum of three consecutive years following completion of a primary care residency training program pursuant to Article 2 (commencing with Section 128250).

§128225.5. (a) The commission shall review and make recommendations to the Director of the Office of Statewide Health Planning and Development concerning the provision of grants pursuant to this section. In making recommendations, the commission shall give priority to residency programs that demonstrate all of the following:

- (1) That the grant will be used to support new primary care physician slots.
- (2) That priority in filling the position shall be given to physicians who have graduated from a California-based medical school.
- (3) That the new primary care physician residency positions have been, or will be, approved by the Accreditation Council for Graduate Medical Education prior to the first distribution of grant funds.

- (b) The director shall do both of the following:
 - (1) Determine whether the residency programs recommended by the commission meet the standards established by this section.
 - (2) Select and contract on behalf of the state with accredited primary care or family medicine residency programs for the purpose of providing grants for the support of newly created residency positions.
- (c) This section does not apply to funding appropriated in the annual Budget Act for the Song-Brown Health Care Workforce Training Act (Article 1 (commencing with Section 128200)).
- (d) This section shall be operative only if funds are appropriated in the Budget Act of 2014 for the purposes described in this section.
- (e) This section shall remain in effect only until January 1, 2018, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2018, deletes or extends that date.

§128230. When making recommendations to the Director of the Office of Statewide Health Planning and Development concerning the funding of primary care and family medicine programs or departments, primary care and family medicine residencies, and programs for the training of primary care physician assistants, primary care nurse practitioners, or registered nurses, the commission shall give priority to programs that have demonstrated success in the following areas:

- (a) Actual placement of individuals in medically underserved areas.
- (b) Success in attracting and admitting members of minority groups to the program.
- (c) Success in attracting and admitting individuals who were former residents of medically underserved areas.
- (d) Location of the program in a medically underserved area.
- (e) The degree to which the program has agreed to accept individuals with an obligation to repay loans awarded pursuant to the Health Professions Education Fund.

§128235. Pursuant to this article and Article 2 (commencing with Section 128250), the Director of the Office of Statewide Health Planning and Development shall do all of the following:

- (a) Determine whether primary care and family medicine, primary care physician's assistant training program proposals, primary care nurse practitioner training program proposals, and registered nurse training program proposals submitted to the California Healthcare Workforce Policy Commission for participation in the state medical contract program established by this article and Article 2 (commencing with Section 128250) meet the standards established by the commission.
- (b) Select and contract on behalf of the state with accredited medical schools, teaching health centers, programs that train primary care physician's assistants, programs that train primary care nurse practitioners, hospitals, and other health care delivery systems for the purpose of training undergraduate medical students and residents in the specialties of internal medicine, obstetrics and gynecology, pediatrics, and family medicine. Contracts shall be awarded to those institutions that best demonstrate the ability to provide quality education and training and to retain students and residents in specific areas of California where there is a recognized unmet priority need for primary care family physicians. Contracts shall be based upon the recommendations of the commission and in conformity with the contract criteria and program standards established by the commission.
- (c) Select and contract on behalf of the state with programs that train registered nurses. Contracts shall be awarded to those institutions that best demonstrate the ability to provide quality education and training and to retain students and residents in specific areas of California where there is a recognized unmet priority need for registered nurses. Contracts shall be based

upon the recommendations of the commission and in conformity with the contract criteria and program standards established by the commission.

(d) Terminate, upon 30 days' written notice, the contract of any institution whose program does not meet the standards established by the commission or that otherwise does not maintain proper compliance with this part, except as otherwise provided in contracts entered into by the director pursuant to this article and Article 2 (commencing with Section 128250).

§128240. The Director of the Office of Statewide Health Planning and Development shall adopt, amend, or repeal regulations as necessary to enforce this article and Article 2 (commencing with Section 128250), which shall include criteria that training programs must meet in order to qualify for waivers of single capitation formulas or maintenance of effort requirements authorized by Section 128250. Regulations for the administration of this chapter shall be adopted, amended, or repealed as provided in Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code.

§128240.1. The department shall adopt emergency regulations, as necessary to implement the changes made to this article by the act that added this section during the first year of the 2005-06 Regular Session, no later than September 30, 2005, unless notification of a delay is made to the Chair of the Joint Legislative Budget Committee prior to that date. The adoption of regulations implementing the applicable provisions of this act shall be deemed to be an emergency and necessary for the immediate preservation of the public peace, health, safety, or general welfare. The emergency regulations authorized by this section shall be submitted to the Office of Administrative Law for filing with the Secretary of State and shall remain in effect for no more than 180 days, by which time the final regulations shall be developed.

§128241. The Office of Statewide Health Planning and Development shall develop alternative strategies to provide long-term stability and non-General Fund support for programs established pursuant to this article. The office shall report on these strategies to the legislative budget committees by February 1, 2005.

Attachment C: Family Nurse Practitioner Training Program Standards (Revised 5/13/1998)

1. Each Family Nurse Practitioner Training Program approved for funding under the Song-Brown Health Care Workforce Training Act (hereinafter “the Act”) shall be operated by an accredited California School of Medicine or an accredited California School of Nursing or shall be approved by the Regents of the University of California or by the Trustees of the California State University and Colleges, or shall be approved by the Board of Registered Nursing pursuant to Section 2834-2837, Article 8, Chapter 6, Div. 2, of the Business and Professions Code.
2. Each Family Nurse Practitioner Training Program approved for funding under the Act shall include a component of training in medically underserved multi-cultural communities, lower socioeconomic neighborhoods, or rural communities, and shall be organized to prepare primary care nurse practitioners for service in such neighborhoods or communities.
3. Appropriate strategies shall be developed by each training institution receiving funds under the Act to encourage Primary Care Nurse Practitioners who are trained in the training program funded by the Act to enter into practice in areas of unmet priority need for primary care family physicians within California as defined by the Healthcare Workforce Policy Commission (hereinafter referred to as “areas of need”). Such strategies shall incorporate the following elements:
 - a. An established procedure to identify, recruit, and admit primary care nurse practitioner trainees who possess characteristics which would suggest a predisposition to practice in areas of need, and who express a commitment to serve in areas of need.
 - b. An established counseling and placement program designed to encourage training program graduates to enter practice in areas of need.
 - c. A program component such as a preceptorship experience in an area of need, which will enhance the potential of training program graduates to practice in such an area.

Attachment D: Primary Care Physician Assistant Training Program Standards (Revised 5/13/1998)

1. Each Primary Care Physician Assistant Training Program approved for funding under the Song- Brown Health Care Workforce Training Act (hereinafter “the Act”) shall meet the standards set forth by the Medical Board of California for the training of Assistants to the Primary Care Physician pursuant to Section 3500, Chapter 7.7, Div. 2 of the Business and Professions Code and to Section 1399.500, Article 1-7, Div. 13.8, Physician Assistant Examining Committee of the Medical Board of California, Title 16 of the California Code of Regulations.
2. Each Primary Care Physician Assistant Training Program approved for funding under the Act shall include a component of training in medically underserved multicultural communities, lower socioeconomic neighborhoods, or rural communities, and shall be organized to prepare primary care physician assistants for service in such neighborhoods or communities.
3. Appropriate strategies shall be developed by each training institution receiving funds under the Act to encourage Primary Care Physician Assistants who are trained in the training program funded by the Act to enter into practice in areas of unmet priority need for primary care family physicians within California as defined by the Healthcare Workforce Policy Commission (hereinafter referred to as “areas of need”). Such strategies shall incorporate the following elements:
 - a. An established procedure to identify, recruit and admit primary care physician assistant trainees who possess characteristics which would suggest a predisposition to practice in areas of need, and who express commitment to serve in areas of need.
 - b. An established counseling and placement program designed to encourage training program graduates to enter practice in areas of need.
 - c. A program component such as a preceptorship experience in an area of need, which will enhance the potential of training program graduates to practice in such an area.

Attachment E: Funding Guidelines for Family Nurse Practitioner Training Programs

Definition of Family Nurse Practitioner

A family nurse practitioner is a registered nurse who successfully completes a program approved as meeting standards established by the Board of Registered Nursing as specified in the California Nursing Practice Act. Primary care nurse practitioners specialize to provide health care services to specific population groups. Primary care nurse practitioners:

1. Assess the health status of individuals and families through health history, physical examination, and interpret data from both individual/family community characteristics and knowledge derived from physical, psychological, social and cultural variables.
2. Initiate a plan of care that includes health promotion, health maintenance, disease prevention, treatment, guidance and counseling, education, and referral.
3. Work in collaboration with other health care providers and agencies to provide coordinated and comprehensive primary care.

Family nurse practitioners provide primary care to individuals from diverse cultural backgrounds across the life span within the context of her/his family and community. The American Nurses Credentialing Center and the American Academy of Nurse Practitioners provide national certification of Family Nurse Practitioners through validation of educational preparation and successful completion of a written examination.

Program Approval

The nurse practitioner training program shall be required to have, at minimum, approval from the California Board of Registered Nursing. Additionally, programs should be encouraged to seek and maintain appropriate program accreditation through the professional organizations accrediting nursing education programs. Criteria for program accreditation and evaluation, as stipulated in **Criteria for**

Evaluation of Nurse Practitioner Programs* should be met by each program. These criteria address organization and administration, students, curriculum, resources, faculty and faculty organization, and evaluation.

Strategies Relating To Areas of Need

Special consideration by the Healthcare Workforce Policy Commission is given those training programs which have developed coherent strategies for locating their graduates in California's areas of unmet priority need for primary care family physicians as defined by the Commission; which developed close ties with communities and neighborhoods which are experiencing a shortage of medical care; which have success in attracting and admitting members of minority groups to the program; and which have the best records in placing graduates in medically underserved areas.

Integration with Family Practice Residency Training Programs

Special consideration is given to primary care nurse practitioner training programs that are integrated with family practice residency training programs.

Clinical Components

All training programs should include clinical practice supervised by the faculty. There should be a preceptorship designed to prepare the family nurse practitioner for practice in an area of unmet need for primary care as defined by the Healthcare Workforce Policy Commission. For the purposes of this training, a preceptorship is a primary care practice experience supervised by a designated preceptor (a nurse practitioner or physician) who has responsibility for teaching, supervising, and evaluating the trainee and providing an environment which permits observation, active participation and collaboration in the delivery of family oriented care.

Curriculum

The curriculum shall be directed toward preparing registered nurses to function as family nurse practitioners and to effectively deliver primary health care. The curriculum should be structured to emphasize the diagnosis, treatment, and management of acute and chronic conditions of pediatric, adult and elderly patients. The curriculum should give appropriate emphasis to family oriented health care.

The curriculum should be developed using the criteria of the National Organization of Nurse Practitioner Faculty (NONPF) **Curriculum Guidelines and Program Standards for Nurse Practitioner Education****. These guidelines delineate expected competencies in the practice areas of management of client health/illness status, the nurse-client relationship, the teaching-coaching function, the professional role, managing and negotiating health care delivery systems, and monitoring and ensuring the quality of health care practice.

Data Collection and Evaluation

Each training program should submit a plan for collecting family nurse practitioner trainee and graduate data and should evaluate the program, trainees, and graduates to include at least the following:

1. Program Evaluation

- a. Systematic curriculum evaluation by faculty and family nurse practitioner trainees in reference to the stated purposes, objectives, and conceptual framework of the program.
- b. Effectiveness of the training program.

2. Student Data and Evaluation

Tools shall be selected and or developed that will provide descriptive information to include the following:

- a. Number of applications for admission, number of trainees enrolled.

- b. Data on trainee characteristics (i.e., age, sex, race, educational background, previous work experience, including work setting, specialty, type of position).
- c. Students' attrition and deceleration.
- d. Students fluent in a second language.
- e. Performance of trainees in classroom and clinical areas.

3. Graduate Data and Evaluation

Tools shall be selected and or developed that will provide descriptive information to include the following:

- a. Number of graduates per class and attrition.
- b. Data on trainee characteristics. (i.e., age, sex, race, educational background, previous work experience, including work setting, specialty, type of position).
- c. Job selection, employment setting, and location following graduation.
- d. Graduates practicing in California, practicing primary care and practicing with underserved areas/populations.

*National Task Force on Quality Nurse Practitioner Education (1997). Criteria for Evaluation of Nurse Practitioner Programs. Washington DC: National Organization of Nurse Practitioner Faculties.

**National Organization of Nurse Practitioner Faculties. (1995). Curriculum Guidelines and Program Standards for Nurse Practitioner Education. Washington DC: National Organization of Nurse Practitioner Faculties.

Attachment F: Funding Guidelines for Primary Care Physician Assistant Training Programs

Definition of Physician Assistant

For purposes of this program, a physician assistant is defined as a primary care practitioner who meets the requirements of Div. 2, Chapt. 7.7, Section 3501 of Business and Professions Code, and is licensed by the Physician Assistant Examining Committee.

Program Accreditation

The Physician Assistant Training Program is accredited or has provisional accreditation from the Accreditation Review Committee on Education for the Physician Assistant.

Strategies Relating to Areas of Need

Special consideration by the Healthcare Workforce Policy Commission is given those training programs which have developed coherent strategies for locating their graduates in California's areas of unmet priority need for primary care family physicians as defined by the Commission; which developed close ties with communities and neighborhoods which are experiencing a shortage of medical care; which have success in attracting and admitting members of minority groups to the program; and which have the best records in placing graduates in medically underserved areas.

Integration with Family Practice Residency Training Programs

Primary care physician assistant training programs, which are integrated with family practice residency training programs, are given special consideration.

Curriculum

The curriculum should be structured to emphasize the diagnosis, treatment, and management of acute and chronic conditions of pediatric, adult and elderly patients. The curriculum should give appropriate emphasis to family oriented health care.

Attachment G: Data Collection Evaluation

Each training program should collect PA trainee and graduate data and should evaluate the program, trainees, and graduates to include at least the following.

1. Program Evaluation

- a. Systematic curriculum evaluation by faculty and PA trainees in reference to the stated purposes, objectives, and conceptual framework of the program.
- b. Effectiveness of the training program.

2. Student Data and Evaluation

Tools shall be selected and or developed that will provide descriptive information to include the following.

- a. Number of applications for admissions, number of trainees enrolled.
- b. Data on trainee characteristics (i.e. age, sex, race, educational background, previous work experience, including work setting, specialty, type of position).
- c. Student attrition and deceleration.
- d. Students fluent in a second language.
- e. Performance of trainees in classroom and clinical areas.

3. Graduate Data and Evaluation

Tools shall be selected and or developed that will provide descriptive information to include the following.

- a. Number of graduates per class.
- b. Data on characteristics of graduates (i.e. age, sex, race, educational background, and previous work experience including work setting, specialty, and type of position).
- c. Job selection, employment setting, and location following graduation.
- d. Graduates practicing in California, practicing primary care, and practicing in underserved areas/populations.
- e. Performance on PA National Certifying Examination.

Attachment H: California Healthcare Workforce Policy Commission Operating Guidelines Race and Ethnicity Definitions

American Indian, Native American or Alaska Native means persons having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community association.

Asian means persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, for example, Cambodia, China, Indonesia, Japan, Korea, Laos, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black, African American or African means persons having origins in any of the black racial groups of Africa.

Hispanic or Latino means persons of Cuban, Mexican, Puerto Rican, Central or South American or other Spanish culture or origin regardless of race.

Native Hawaiian or Other Pacific Islander means persons having origins in any of the original peoples of Hawaii, Fiji, Guam, Samoa, Tonga, or other Pacific Islands.

White/ Caucasian, European/Middle Eastern means persons having origins in any of the original peoples of Europe, the Middle East, or North Africa.

Other means persons of any race or ethnicity not identified as American Indian, Native American or Alaska Native, Asian, Black, African American or African, Hispanic or Latino, Native Hawaiian or Other Pacific Islander, and White, Caucasian, or European/Middle Eastern.

Underrepresented Minority Definition

Underrepresented Minority (URM) refers to racial and ethnic populations that are underrepresented in the health professions relative to their numbers in the total population under consideration. In most instances, this will include Black, African-American or African, Hispanics or Latinos, American Indians, Native American or Alaskan natives, Native Hawaiians or other Pacific Islanders, and Asians **other than Chinese, Filipinos, Japanese, Koreans, Malaysians, Pakistanis, Asian Indian, and Thai.**

Attachment I: Sample Family Nurse Practitioner Contract Provisions

GRANT AGREEMENT BETWEEN THE OFFICE OF STATEWIDE HEALTH PLANNING & DEVELOPMENT AND

SONG-BROWN PROGRAM GRANT AGREEMENT NUMBER

THIS GRANT AGREEMENT ("Agreement") is entered into on 06/30/2018 ("Effective Date") by and between the State of California, Office of Statewide Health Planning and Development (hereinafter "OSHPD") and (collectively the "Grantee").

WHEREAS, OSHPD is authorized by Song-Brown Health Care Workforce Training Act, Section 128225 to issue grants for the purpose of supporting programs that train family and primary care physicians, osteopathic family physicians, primary care physician's assistants, registered nurses and primary care nurse practitioners to provide needed services in areas of unmet need within the state.

WHEREAS Grantee applied to participate in the Song Brown Health Care Workforce Training Program, by submitting an application in response to the 2017 Song-Brown FNP/PA Capitation Application.

WHEREAS Grantee was selected by OSHPD to receive grant funds for the purpose of administering such grants.

NOW THEREFORE, OSHPD and the Grantee, for the consideration and under the conditions hereinafter set forth, agree as follows:

A. Definitions:

1. "Act" means the Song-Brown Health Care Workforce Training Act, Health and Safety Code, Sections 128200, et. seq.
2. "Application" means the grant application/proposal submitted by Grantee.
3. "Commission" means the California Healthcare Workforce Policy Commission.
4. "Director" means the Director of the Office of Statewide Health Planning and Development or his designee.
5. "Grant Agreement/Grant Number" means Grant Number awarded to Grantee.
6. "Grantee" means the fiscally responsible entity in charge of administering the Grant Funds and includes the Program identified on the Grant Application.
7. "Grant Funds" means the money provided by OSHPD for the Project described by Grantee in its Application and Scope of Work.
8. "Other Sources of Funds" means all cash, donations, or in-kind contributions that are required or used to complete the Project beyond the grant funds provided by this Grant Agreement.
9. "Program" means the Grantee's training program(s) listed on the Grant Application.
10. "Program Director" means the Director of Grantee's training program(s) for which grant funds are being awarded.

11. "Project" means the activity described in the Grantee's Application and Scope of Work to be accomplished with the Grant Funds.
12. "State" means the State of California and includes all its Departments, Agencies, Committees and Commissions.
13. "Training Institution" means the Grantee.

B. Term of the Agreement: This Agreement shall take effect on 06/30/2018 and shall terminate on 08/15/2019.

C. Scope of Work: Grantee agrees to the Scope of Work as set forth herein. In the event of a conflict between the provisions of this section and the Grantee's Application, the provisions of this Scope of Work Section shall prevail:

1. Comply with the Primary Care Family Nurse Practitioner Standards adopted by the California Healthcare Workforce Policy Commission as amended from time to time.
2. Under the direction of the Program Director, use Grant Funds to provide family nurse practitioner training for **Number (number)** students in the 2018/19 Payment Year.

D. Program Reports:

Grantee shall submit a complete Final Report on a form to be provided by OSHPD within forty-five (45) days of the end of the 2018/19 Payment Year but no later than 08/15/2019.

E. Invoicing:

1. For services satisfactorily rendered in accordance with the Scope of Work, and upon receipt and approval of the certifications as specified in subsection (3) hereunder. OSHPD agrees to compensate Grantee in accordance with the rates specified herein.
2. The total amount payable to the Grantee under this Agreement shall not exceed
3. Certifications shall include the Agreement Number, the names of the student(s) trained under this Agreement, a signature by the Program Director certifying that each student(s) was engaged in activities authorized by this Agreement, and shall be submitted for payment on a quarter or semester basis in arrears to:

Song-Brown Training Program Administrator

Office of Statewide Health Planning and Development
Healthcare Workforce Development Division
2020 West El Camino Avenue, Suite 1222
Sacramento, CA 95833

4. OSHPD will withhold the final payment due to the Grantee under this Agreement until all required reports are submitted to OSHPD and approved. OSHPD will notify the Grantee in writing when the required reports have been approved.

F. Budget Detail and Payment Provisions:

1. Budget Detail:

OSHPD shall reimburse Grantee for the expenses incurred in performing the Scope of Work in accordance with the following schedule:

Payment 1	7/1/2018 to 6/30/2019	\$12,000 per student per year x Number (number) Students	\$0
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G. Accounting Records and Audits: Grantee shall comply with the following reporting requirements established by the Commission, as amended from time to time:

1. Accounting: Accounting for grant funds will be in accordance with the training institution's accounting practices based on generally accepted accounting principles consistently applied regardless of the source of funds. Supporting records must be in sufficient detail to show the exact amount and nature of expenditures.

Training institutions may elect to commingle grant funds received pursuant to the Agreement with any other income available for operation of the nursing education program provided that the institution maintains such written fiscal control and accounting procedures as are necessary to assure proper disbursement of, and accounted for, such commingled funds, including provisions for:

- a. The accurate and timely separate identification of funds received;
 - b. The separate identification of expenditures prohibited by the grant criteria;
 - c. An adequate record of proceeds from the sale of any equipment purchased by funds.
2. Expenditure Reporting: Reports of the training program expenditures and enrollment of nursing students under the Agreement must be submitted as requested by the Commission or the OSHPD Director for purposes of program administration, evaluation, or review.
 3. Records Retention and Audit:
 - a. The training institution shall permit the OSHPD Director, or the California State Auditor, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its nursing education program for the purpose of audit and examination.
 - b. The training institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this grant (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.
 - c. The training institution agrees to make available at the office of the training institution at all reasonable times during the period set forth in subparagraph (d) below any of

the records for inspection, audit or reproduction by an authorized representative of the State.

- d. The training institution shall preserve and make available its records (a) for a period of three (3) years from the date of final payment under this Agreement, and (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by subparagraph (1) or (2) below:
 - 1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - 2) Records which relate to (i) litigation of the settlement of claims arising out of the performance of this Agreement, or (ii) costs and expenses of this Agreement as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the training institution until disposition of such appeals, litigation, claims, or exceptions.

H. Budget Contingency Clause:

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the OSHPD shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the OSHPD shall have the option to either cancel this Agreement with no liability occurring to the OSHPD, or offer an agreement amendment to Grantee to reflect the reduced amount.

I. Budget Adjustments:

1. Budget adjustments consist of a change within the approved budget that does not amend the total amount of the grant.
2. All requests to change the budget shall be submitted in writing for OSHPD approval and shall include an explanation for the reallocation of funds by the Grantee. An accounting of how the funds were expended will also be submitted with the Final Report.
3. All requests for extending the grant period shall be submitted in writing to OSHPD for approval. Requests for a time extension must be made to OSHPD no later than thirty (30) calendar days prior to the expiration of the Agreement. There shall be no activity on an Agreement after its expiration.

J. General Terms and Conditions:

1. Time: Time is of the essence in this Agreement. Grantee will submit the required deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Grantee.
2. Final Agreement: This Agreement, along with the Grantee's Application, exhibits, and forms constitutes the entire and final agreement between the parties and supersedes any and all prior oral or written agreements or discussions.
3. Ownership and Public Records Act: All reports and the supporting documentation and data collected during the funding period which are embodied in those reports, shall become the property of the State and subject to the Public Records Act.
4. Additional Audits: Grantee agrees that the awarding department, the Department of General Services, the California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., Cal. Code Regs. Tit. 2, Section 1896).

5. Independent Contractor: Grantee and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
6. Non-Discrimination Clause: During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
7. Waiver: The waiver by OSHPD of a breach of any provision of this Agreement by the Grantee will not operate or be construed as a waiver of any other subsequent breach by

the Grantee. OSHPD expressly reserves the right to disqualify Grantee from any future grant awards for failure to comply with the terms of this Agreement.

8. Approval: This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.
9. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
10. Assignment: This Agreement is not assignable by the Grantee, either in whole or in part.
11. Indemnification: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee's, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
12. Disputes: Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement, shall be resolved as follows:
 - a. The Grantee will discuss the problem informally with the Song-Brown Program Manager. If unresolved, the problem shall be presented, in writing, as a grievance to the Deputy Director, Healthcare Workforce Development Division stating the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought.
 - b. The Deputy Director shall make a determination within ten (10) working days after receipt of the written grievance from the Grantee and shall respond in writing to the Grantee indicating the decision and reasons for it.
 - c. Grantee may appeal the decision of the Deputy Director by submitting written notice to the Director of its intent to appeal, within ten (10) working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Grantee within twenty (20) working days of receipt of the Grantee's letter. The Director's decision will be final.
13. Termination For Cause: OSHPD may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided.
14. Potential Subcontractors: Nothing contained in this Agreement shall create any contractual relation between the State and the Grantee or any subcontractors, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for any and all acts and omissions of its subcontractors and of persons either directly or indirectly employed by

the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from OSHPD's obligation to disburse funds to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any money to any subcontractor.

15. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

16. Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

17. Use of Funds: The funding established pursuant to this act shall be utilized to expand primary care services. These funds shall not be used to supplant existing state or local funds to provide primary care services.

K. Project Representatives: The project representatives during the term of this agreement are listed below. Direct all contract inquiries to:

State Agency: Office of Statewide Health Planning and Development	Grantee:
Section/Unit: Healthcare Workforce Development Division/Song- Brown	
Name:	Name (Main Contact):
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address:
Phone:	Phone:
Email:	Email:

The project representatives during the term of this Agreement will be:

State Agency: Office of Statewide Health Planning and Development	Program Representative:
Section/Unit: Healthcare Workforce Development Division/Song-Brown	
Name:	Name of Representative:
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address:
Phone:	Phone:
Email:	Email:

IN WITNESS WHEREOF, the parties hereto have executed or have caused their duly authorized officers to execute this Agreement as of 06/30/2018.

OFFICE OF STATEWIDE HEALTH
PLANNING AND DEVELOPMENT

GRANTEE:

Signature:

Name: _____

Title: _____

Signature:

Name: _____

Title: _____

Attachment J: Sample Primary Care Physician Assistant Contract Provisions

GRANT AGREEMENT BETWEEN THE
OFFICE OF STATEWIDE HEALTH PLANNING & DEVELOPMENT AND

SONG-BROWN PROGRAM GRANT AGREEMENT NUMBER

THIS GRANT AGREEMENT ("Agreement") is entered into on 06/30/2018 ("Effective Date") by and between the State of California, Office of Statewide Health Planning and Development (hereinafter "OSHPD") and (collectively the "Grantee").

WHEREAS, OSHPD is authorized by Song-Brown Health Care Workforce Training Act, Section 128225 to issue grants for the purpose of supporting programs that train family and primary care physicians, osteopathic family physicians, primary care physician's assistants, registered nurses and primary care nurse practitioners to provide needed services in areas of unmet need within the state.

WHEREAS Grantee applied to participate in the Song Brown Health Care Workforce Training Program, by submitting an application in response to the 2017 Song-Brown FNP/PA Capitation Application.

WHEREAS Grantee was selected by OSHPD to receive grant funds for the purpose of administering such grants.

NOW THEREFORE, OSHPD and the Grantee, for the consideration and under the conditions hereinafter set forth, agree as follows:

A. Definitions:

1. "Act" means the Song-Brown Health Care Workforce Training Act, Health and Safety Code, Sections 128200, et. seq.
2. "Application" means the grant application/proposal submitted by Grantee.
3. "Commission" means the California Healthcare Workforce Policy Commission.
4. "Director" means the Director of the Office of Statewide Health Planning and Development or his designee.
5. "Grant Agreement/Grant Number" means Grant Number awarded to Grantee.
6. "Grantee" means the fiscally responsible entity in charge of administering the Grant Funds and includes the Program identified on the Grant Application.
7. "Grant Funds" means the money provided by OSHPD for the Project described by Grantee in its Application and Scope of Work.
8. "Other Sources of Funds" means all cash, donations, or in-kind contributions that are required or used to complete the Project beyond the grant funds provided by this Grant Agreement.
9. "Program" means the Grantee's training program(s) listed on the Grant Application.
10. "Program Director" means the Director of Grantee's training program(s) for which grant funds are being awarded.
11. "Project" means the activity described in the Grantee's Application and Scope of Work to be accomplished with the Grant Funds.

12. "State" means the State of California and includes all its Departments, Agencies, Committees and Commissions.
13. "Training Institution" means the Grantee.

B. Term of the Agreement: This Agreement shall take effect on 06/30/2018 and shall terminate on 08/15/2019.

C. Scope of Work: Grantee agrees to the Scope of Work as set forth herein. In the event of a conflict between the provisions of this section and the Grantee's Application, the provisions of this Scope of Work Section shall prevail:

1. Comply with the Primary Care Physician Assistant Standards adopted by the California Healthcare Workforce Policy Commission as amended from time to time.
2. Under the direction of the Program Director, use Grant Funds to provide primary care physician assistant training for Number (number) students in the 2018/19 Payment Year.

D. Program Reports:

Grantee shall submit a complete Final Report on a form to be provided by OSHPD within forty-five (45) days of the end of 2018/19 Payment Year but no later than 08/15/2019.

E. Invoicing:

1. For services satisfactorily rendered in accordance with the Scope of Work, and upon receipt and approval of the certifications as specified in subsection (3) hereunder. OSHPD agrees to compensate Grantee in accordance with the rates specified herein.
2. The total amount payable to the Grantee under this Agreement shall not exceed
3. Certifications shall include the Agreement Number, the names of the student(s) trained under this Agreement, a signature by the Program Director certifying that each student(s) was engaged in activities authorized by this Agreement, and shall be submitted for payment on a quarter or semester basis in arrears to:

Song-Brown Training Program Administrator
Office of Statewide Health Planning and Development
Healthcare Workforce Development Division
2020 West El Camino Avenue, Suite 1222
Sacramento, CA 95833

4. OSHPD will withhold the final payment due to the Grantee under this Agreement until all required reports are submitted to OSHPD and approved. OSHPD will notify the Grantee in writing when the required reports have been approved.

F. Budget Detail and Payment Provisions:

1. Budget Detail:

OSHPD shall reimburse Grantee for the expenses incurred in performing the Scope of Work in accordance with the following schedule:

Payment 1	7/1/2018 to 6/30/2019	\$12,000 per student per year x Number (number) Students	\$0
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G. Accounting Records and Audits: Grantee shall comply with the following reporting requirements established by the Commission, as amended from time to time:

1. Accounting: Accounting for grant funds will be in accordance with the training institution's accounting practices based on generally accepted accounting principles consistently applied regardless of the source of funds. Supporting records must be in sufficient detail to show the exact amount and nature of expenditures.

Training institutions may elect to commingle grant funds received pursuant to the Agreement with any other income available for operation of the nursing education program provided that the institution maintains such written fiscal control and accounting procedures as are necessary to assure proper disbursement of, and accounted for, such commingled funds, including provisions for:

- a. The accurate and timely separate identification of funds received;
 - b. The separate identification of expenditures prohibited by the grant criteria;
 - c. An adequate record of proceeds from the sale of any equipment purchased by funds.
2. Expenditure Reporting: Reports of the training program expenditures and enrollment of nursing students under the Agreement must be submitted as requested by the Commission or the OSHPD Director for purposes of program administration, evaluation, or review.
 3. Records Retention and Audit:
 - a. The training institution shall permit the OSHPD Director, or the California State Auditor, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its nursing education program for the purpose of audit and examination.
 - b. The training institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this grant (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.

- c. The training institution agrees to make available at the office of the training institution at all reasonable times during the period set forth in subparagraph (d) below any of the records for inspection, audit or reproduction by an authorized representative of the State.
- d. The training institution shall preserve and make available its records (a) for a period of three (3) years from the date of final payment under this Agreement, and (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by subparagraph (1) or (2) below:
 - 1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - 2) Records which relate to (i) litigation of the settlement of claims arising out of the performance of this Agreement, or (ii) costs and expenses of this Agreement as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the training institution until disposition of such appeals, litigation, claims, or exceptions.

H. Budget Contingency Clause:

- 1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the OSHPD shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
- 2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the OSHPD shall have the option to either cancel this Agreement with no liability occurring to the OSHPD, or offer an agreement amendment to Grantee to reflect the reduced amount.

I. Budget Adjustments:

- 1. Budget adjustments consist of a change within the approved budget that does not amend the total amount of the grant.
- 2. All requests to change the budget shall be submitted in writing for OSHPD approval and shall include an explanation for the reallocation of funds by the Grantee. An accounting of how the funds were expended will also be submitted with the Final Report.
- 3. All requests for extending the grant period shall be submitted in writing to OSHPD for approval. Requests for a time extension must be made to OSHPD no later than thirty (30) calendar days prior to the expiration of the Agreement. There shall be no activity on an Agreement after its expiration.

J. General Terms and Conditions:

1. Time: Time is of the essence in this Agreement. Grantee will submit the required deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Grantee.
2. Final Agreement: This Agreement, along with the Grantee's Application, exhibits, and forms constitutes the entire and final agreement between the parties and supersedes any and all prior oral or written agreements or discussions.
3. Ownership and Public Records Act: All reports and the supporting documentation and data collected during the funding period which are embodied in those reports, shall become the property of the State and subject to the Public Records Act.
4. Additional Audits: Grantee agrees that the awarding department, the Department of General Services, the California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., Cal. Code Regs. Tit. 2, Section 1896).
5. Independent Contractor: Grantee and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
6. Non-Discrimination Clause: During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
7. Waiver: The waiver by OSHPD of a breach of any provision of this Agreement by the Grantee will not operate or be construed as a waiver of any other subsequent breach by

the Grantee. OSHPD expressly reserves the right to disqualify Grantee from any future grant awards for failure to comply with the terms of this Agreement.

8. Approval: This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.
9. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
10. Assignment: This Agreement is not assignable by the Grantee, either in whole or in part.
11. Indemnification: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee's, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
12. Disputes: Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement, shall be resolved as follows:
 - a. The Grantee will discuss the problem informally with the Song-Brown Program Manager. If unresolved, the problem shall be presented, in writing, as a grievance to the Deputy Director, Healthcare Workforce Development Division stating the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought.
 - b. The Deputy Director shall make a determination within ten (10) working days after receipt of the written grievance from the Grantee and shall respond in writing to the Grantee indicating the decision and reasons for it.
 - c. Grantee may appeal the decision of the Deputy Director by submitting written notice to the Director of its intent to appeal, within ten (10) working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Grantee within twenty (20) working days of receipt of the Grantee's letter. The Director's decision will be final.
13. Termination For Cause: OSHPD may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided.
14. Potential Subcontractors: Nothing contained in this Agreement shall create any contractual relation between the State and the Grantee or any subcontractors, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for any and all acts and omissions of its subcontractors and of persons either directly or indirectly employed by

the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from OSHPD's obligation to disburse funds to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any money to any subcontractor.

15. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

16. Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

17. Use of Funds: The funding established pursuant to this act shall be utilized to expand primary care services. These funds shall not be used to supplant existing state or local funds to provide primary care services.

K. Project Representatives: The project representatives during the term of this agreement are listed below. Direct all contract inquiries to:

State Agency: Office of Statewide Health Planning and Development	Grantee:
Section/Unit: Healthcare Workforce Development Division/Song- Brown	
Name:	Name (Main Contact):
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address:
Phone:	Phone:
Email:	Email:

The project representatives during the term of this Agreement will be:

State Agency: Office of Statewide Health Planning and Development	Program Representative:
Section/Unit: Healthcare Workforce Development Division/Song-Brown	
Name:	Name of Representative:
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address:
Phone:	Phone:
Email:	Email:

IN WITNESS WHEREOF, the parties hereto have executed or have caused their duly authorized officers to execute this Agreement as of 06/30/2018.

OFFICE OF STATEWIDE HEALTH
PLANNING AND DEVELOPMENT

GRANTEE:

Signature:

Signature:

Name: _____

Name: _____

Title: _____

Title: _____

Attachment K: Sample Family Nurse Practitioner AB 20 Contract Provisions

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

	AGREEMENT NUMBER
	REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

The Office of Statewide Health Planning and Development, hereinafter referred to as "State"

CONTRACTOR'S NAME

, hereinafter referred to as "University"

2. The term of this Agreement is: 06/30/2018 through 08/15/2019

3. The maximum amount of this Agreement is: \$

4. The parties agree to comply with the terms and conditions of the following Exhibits, which by this reference are made a part of the Agreement.

Exhibit A – A5: A–Scope of Work; A1–Deliverables; A2–Key Personnel; A3–Authorized Representatives; A4–Preexisting Data; A5–CV/Resumes 0 page(s)

Other Exhibits A (when applicable): A6–Current & Pending Support; A7–Third Party Confidential Information Requirement 0 page(s)

Exhibit B – B–Budget; B1–Budget Justification; B2–Subrecipient Budgets (if applicable); B3–Invoice Elements 0 page(s)

Exhibit C* – University Terms and Conditions UTC-116

Check mark additional Exhibits below, and attach Exhibits or provide internet link:

- ☐ **Exhibit D** – Additional Requirements Associated with Funding Sources 0 page(s)
☐ **Exhibit E** – Special Conditions for Security of Confidential Information 0 page(s)
☐ **Exhibit F** – Access to State Facilities and Computing Resources 0 page(s)
☒ **Exhibit G** – If applicable 0 page(s)

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME		
The Office of Statewide Health Planning and Development		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Lynne Edison, Procurement and Contracts Manager		
ADDRESS		
2020 West El Camino Ave, Suite 1000, Sacramento, CA 95833		

☐ Exempt per:

Exhibit A

Project Summary & Scope of Work

Project Summary/Abstract

Briefly describe the long-term objectives for achieving the stated goals of the project.

If Third-Party Confidential Information is to be provided by the State:

- ☐ Performance of the Scope of Work is anticipated to involve use of third-party Confidential Information and is subject to the terms of this Agreement; **OR**
- ☐ A separate CNDA between the University and third-party is required by the third-party and is incorporated in this Agreement as Exhibit A7.

Scope of Work

Describe the goals and specific objectives of the proposed project and summarize the expected outcomes. If applicable, describe the overall strategy, methodology, and analyses to be used. Include how the data will be collected, analyzed, and interpreted as well as any resource sharing plans as appropriate. Discuss potential problems, alternative strategies, and benchmarks for success anticipated to achieve the goals and objectives.

- A. THIS GRANT AGREEMENT ("Agreement") is entered into on 06/30/2018 ("Effective Date") by and between the State of California, Office of Statewide Health Planning and Development (hereinafter "OSHPD") and (collectively the "Grantee").
- B. WHEREAS, OSHPD is authorized by Song-Brown Health Care Workforce Training Act, Section 128225 to issue grants for the purpose of supporting programs that train family and primary care physicians, osteopathic family physicians, primary care physician's assistants, registered nurses and primary care nurse practitioners to provide needed services in areas of unmet need within the state.
- C. WHEREAS Grantee applied to participate in the Song Brown Health Care Workforce Training Program, by submitting an application in response to the 2017 Song-Brown FNP/PA Capitation Application.
- D. WHEREAS Grantee was selected by OSHPD to receive grant funds through procedures duly adopted by OSHPD for the purpose of administering such grants.
- E. NOW THEREFORE, OSHPD and the Grantee, for the consideration and under the conditions hereinafter set forth, agree as follows:
- F. Term of the Agreement: This Agreement shall take effect on the 06/30/2018 and shall terminate on 08/15/2019.

G. Scope of Work: Grantee agrees to the following Scope of Work. In the event of a conflict between the provisions of this section and the Grantee's Application, the provisions of this Scope of Work Section shall prevail:

- a. Comply with the Primary Care Family Nurse Practitioner Standards adopted by the California Healthcare Workforce Policy Commission as amended from time to time.
- b. Under the direction of the Program Director, use Grant Funds to provide family nurse practitioner training for Number (number) students in the 2018/19 Payment Year.
- c. Grantee's application, appendices, and forms are hereby incorporated into this Agreement as though fully set forth herein.

H. Invoicing:

4. For services satisfactorily rendered in accordance with the Scope of Work, and upon receipt and approval of the quarterly certifications as specified in subsection (3) hereunder. OSHPD agrees to compensate Grantee in accordance with the rates specified herein.
5. The total amount payable to the Grantee under this Agreement shall not exceed \$
6. Certifications shall include the Agreement Number, the names of the student(s) trained under this Agreement, a signature by the Program Director certifying that each student(s) was engaged in activities authorized by this Agreement, and shall be submitted for payment on a quarter or semester basis in arrears to:

Song-Brown Training Program Administrator
Office of Statewide Health Planning and Development
Healthcare Workforce Development Division
2020 West El Camino Avenue, Suite 1222
Sacramento, CA 95833

7. OSHPD will withhold the final quarterly payment due to the Grantee under this Agreement until all required reports are submitted to OSHPD and approved. OSHPD will notify the Grantee in writing when the reports have been approved.

Exhibit A1

SCHEDULE OF DELIVERABLES

List all items that will be delivered to the State under the proposed Scope of Work. Include all reports, including draft reports for State review, and any other deliverables, if requested by the State and agreed to by the Parties.

Deliverable*	Description	Due Date
Program Reports	Grantee shall submit a complete Final Report on a form to be provided by OSHPD within forty-five (45) days of the end of Payment Year but no later than 08/15/2019.	Within 45 days of the end of Payment Year
The following Deliverables are subject to paragraph 18. Copyrights, Section B of Exhibit C		

** If use of any Deliverable is restricted or is anticipated to contain Preexisting Data or copyrightable works with any restricted use, it will be clearly identified in Exhibit A4, Use of Preexisting Data, Copyrighted Works and Deliverables.*

Exhibit A2 (Not Applicable)

KEY PERSONNEL

List Key Personnel as defined in the Agreement starting with the PI, by last name, first name followed by Co-PIs. Then list all other Key Personnel in alphabetical order by last name. For each individual listed include his/her name, institutional affiliation, and role on the proposed project. USE ADDITIONAL CONSECUTIVELY NUMBERED PAGES AS NECESSARY.

Last Name, First Name	Institutional Affiliation	Role on Project
PI:		
<i>Last name, First name</i>	<i>Institutional affiliation</i>	<i>Role on the project</i>
Co-PI(s) – if applicable:		
<i>Last name, First name</i>	<i>Institutional affiliation</i>	<i>Role on the project</i>
<i>Last name, First name</i>	<i>Institutional affiliation</i>	<i>Role on the project</i>
Other Key Personnel (if applicable):		
<i>Last name, First name</i>	<i>Institutional affiliation</i>	<i>Role on the project</i>
<i>Last name, First name</i>	<i>Institutional affiliation</i>	<i>Role on the project</i>

Exhibit A3

AUTHORIZED REPRESENTATIVES AND NOTICES

The following individuals are the authorized representatives for the State and the University under this Agreement. Any official Notices issued under the terms of this Agreement shall be addressed to the Authorized Official identified below, unless otherwise identified in the Agreement.

Changes in the University Principal Investigator are subject to the Key Personnel section of this Agreement. Changes in other contact information may be made by notification, in writing, between the parties.

State Agency Contacts	University Contacts
Agency Name: Office of Statewide Health Planning and Development	University Name:
<i>Contract Project Manager (Technical)</i> Name: Douglas Truong Program Administrator Address: Office of Statewide Health Planning and Development 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833 Telephone: (916) 326-3721 Fax: Email: douglas.truong@oshpd.ca.gov	<i>Principal Investigator</i> Name: Address: Telephone: Fax: Email:
<i>Authorized Official (contract officer)</i> Name: Lynne Edison Staff Services Manager 1 Procurement and Contract Services Address: Office of Statewide Health Planning and Development 2020 West El Camino Avenue, Suite 1000 Sacramento, CA 95833 Telephone: (916) 326-3286 Fax: Email: lynne.edison@oshpd.ca.gov	<i>Authorized Official</i> Name: Address: Telephone: Fax: Email:

Exhibit A4 (Not Applicable)

**USE OF PREEXISTING DATA, COPYRIGHTED WORKS AND
DELIVERABLES**

If the either Party will be using any third-party or pre-existing data or copyrighted works that have restrictions on use, then list all such data or copyrighted works and the nature of the restriction below. If no third-party or pre-existing data or copyrighted works will be used, check "none" in this section.

- A. State: Preexisting Data and/or copyrighted works to be provided to the University from the State or a third party for use in the performance in the Scope of Work.

☒ None or ☐ List:

Owner (State Agency or 3 rd Party)	Type of Data or copyrighted work (Restricted or Unrestricted)	Description	If Restricted, nature of restriction:

- B. University: Use of Preexisting Data or copyrighted works included in Deliverables identified in Exhibit A1.

☒ None or ☐ List:

Owner (University or 3 rd Party)	Type of Data or copyrighted work (Restricted or Unrestricted)	Description	If Restricted, nature of restriction:

C. Anticipated restrictions on use of Project Data.

If the University PI anticipates that any of the Project Data generated during the performance of the Scope of Work will have a restriction on use (such as subject identifying information in a data set) then list all such anticipated restrictions below. If there are no restrictions anticipated in the Project Data, then check "none" in this section.

☒ None or ☐ List:

Owner (University or 3 rd Party)	Description	Nature of Restriction:

Exhibit A5 (Not Applicable)

CURRICULUM VITAE (CV) / RÉSUMÉS / BIOSKETCH

Attach CV/Résumé/Biosketch for Key Personnel listed in Exhibit A2.

Exhibit A6 (Not Applicable)

CURRENT & PENDING SUPPORT

(Will be incorporated, if applicable.)

University will provide current & pending support information for Key Personnel identified in Exhibit A2 at time of proposal and upon request from State agency. The "Proposed Project" is this application that is submitted to the State. Add pages as needed.

PI: NAME OF INDIVIDUAL					
Status (currently active or pending approval)	Award # (if available)	Source (name of the sponsor)	Project Title	Start Date	End Date
Proposed Project				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
PENDING				10/1/2010	12/31/2012

NAME OF INDIVIDUAL					
Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
PENDING				10/1/2010	12/31/2012

NAME OF INDIVIDUAL					
Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
PENDING				10/1/2010	12/31/2012

NAME OF INDIVIDUAL					
Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
PENDING				10/1/2010	12/31/2012

NAME OF INDIVIDUAL					
Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
PENDING				10/1/2010	12/31/2012

Exhibit A7 (Not Applicable)

Third Party Confidential Information

Confidential Nondisclosure Agreement

(Identified in Exhibit A, Scope of Work – will be incorporated, if applicable)

If the scope of work requires the provision of third party confidential information to either the State or the Universities, then any requirement of the third party in the use and disposition of the confidential information will be listed below. The third party may require a separate Confidential Nondisclosure Agreement (CNDA) as a requirement to use the confidential information. Any CNDA will be identified in this Exhibit A7.

Exhibit B

Budget Estimate for Project Period

Payment 1	7/1/2018 to 6/30/2019	\$12,000 per student per year x Number (number) Students	\$0
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Exhibit B1

Budget Justification

THE BUDGET JUSTIFICATION WILL INCLUDE THE FOLLOWING ITEMS IN THIS FORMAT.

PERSONNEL

Name. Starting with the Principal Investigator list the names of all known personnel who will be involved on the project for each year of the proposed project period. Include all collaborating investigators, individuals in training, technical and support staff or include as “to be determined” (TBD).

Role on Project. For all personnel by name, position, function, and a percentage level of effort (as appropriate), including “to-be-determined” positions.

Fringe Benefits.

In accordance with University policy, explain the costs included in the budgeted fringe benefit percentages used, which could include tuition/fee remission for qualifying personnel to the extent that such costs are provided for by University policy, to estimate the fringe benefit expenses on Exhibit B.

See Exhibit B.

TRAVEL

Itemize all travel requests separately by trip and justify in Exhibit B1, in accordance with University travel guidelines. Provide the purpose, destination, travelers (name or position/role), and duration of each trip. Include detail on airfare, lodging and mileage expenses, if applicable. Should the application include a request for travel outside of the state of California, justify the need for those out-of-state trips separately and completely.

See Exhibit B.

MATERIALS AND SUPPLIES

Itemize materials supplies in separate categories. **Include a complete justification of the project’s need for these items. Theft of sensitive equipment (under \$5,000) must be justified and tracked separately in accordance with State Contracting Manual Section 7.29.**

See Exhibit B.

EQUIPMENT

List each item of equipment (greater than or equal to \$5,000 with a useful life of more than one year) with amount requested separately and justify each.

See Exhibit B.

CONSULTANT COSTS

Consultants are individuals/organizations who provide expert advisory or other services for brief or limited periods and do not provide a percentage of effort to the project or program. Consultants are not involved in the scientific or technical direction of the project as a whole.

Provide the names and organizational affiliations of all consultants. Describe the services to be performed, and include the number of days of anticipated consultation, the expected rate of compensation, travel, per diem, and other related costs.

See Exhibit B.

SUBAWARDEE (CONSORTIUM/SUBRECIPIENT) COSTS

Each participating consortium organization must submit a separate detailed budget for every year in the project period in Exhibit B2 Subcontracts. Include a complete justification for the need for any subawardee listed in the application.

See Exhibit B.

OTHER DIRECT COSTS

Itemize any other expenses by category and cost. Specifically justify costs that may typically be treated as indirect costs. For example, if insurance, telecommunication, or IT costs are charged as a direct expense, explain reason and methodology.

See Exhibit B.

RENT

If the scope of work will be performed in an off-campus facility rented from a third party for a specific project or projects, then rent may be charged as a direct expense to the award.

See Exhibit B.

INDIRECT (F&A) COSTS

Indirect costs are calculated in accordance with the University budgeted indirect cost rate in Exhibit B.

See Exhibit B.

Exhibit B2 (Not Applicable)

Budget Estimates Pertaining to Subcontractors (when applicable)

Principal Investigator (Last, First):

Exhibit B2

COMPOSITE BUDGET: ESTIMATE FOR ENTIRE PROPOSED PROJECT PERIOD 07/01/2014 to 06/30/2017						
BUDGET CATEGORY	From: To:	7/1/2014 6/30/2015 Year 1	7/1/2015 6/30/2016 Year 2	7/1/2016 6/30/2017 Year 3	Year 4	TOTAL
PERSONNEL: <i>Salary and fringe benefits.</i>		\$0	\$0	\$0	\$0	\$0
TRAVEL		\$0	\$0	\$0	\$0	\$0
MATERIALS & SUPPLIES		\$0	\$0	\$0	\$0	\$0
EQUIPMENT		\$0	\$0	\$0	\$0	\$0
CONSULTANT		\$0	\$0	\$0	\$0	\$0
SUBRECIPIENT		\$0	\$0	\$0	\$0	\$0
OTHER DIRECT COSTS (ODC)	<i>Subject to IDC Calc</i>					
ODC #1	Y	\$0	\$0	\$0	\$0	\$0
ODC #2	Y	\$0	\$0	\$0	\$0	\$0
ODC #3	Y	\$0	\$0	\$0	\$0	\$0
ODC #4	Y	\$0	\$0	\$0	\$0	\$0
ODC #5	Y	\$0	\$0	\$0	\$0	\$0
ODC #6	Y	\$0	\$0	\$0	\$0	\$0
TOTAL DIRECT COSTS		\$0	\$0	\$0	\$0	\$0
Indirect (F&A) Costs						
	<i>F&A Base</i>					
On-Campus	MTDC	\$0	\$0	\$0	\$0	\$0
Indirect (F&A) Costs	40.00%	\$0	\$0	\$0	\$0	\$0
TOTAL ESTIMATED COSTS PER YEAR		\$0	\$0	\$0	\$0	
TOTAL ESTIMATED COSTS FOR PROPOSED PROJECT PERIOD						\$0

JUSTIFICATION. See Exhibit B1 - Follow the budget justification instructions.

Funds Reversion Dates

06/30/2018 06/30/2019 06/30/2020

Project Period Budget Flexibility (lesser of % or Amount)

Prior approval required for budget changes between approved cost categories above the thresholds identified.

% 10.00%

or

Amount \$10,000

Exhibit B3 (Not Applicable)

Invoice and Detailed Transaction Ledger Elements

In accordance with Section 14 – Payment and Invoicing, the invoice, summary report and/or transaction/payroll ledger shall be certified by the University's Financial Contact and the PI.

Summary Invoice – includes either on the invoice or in a separate summary document – by approved budget category (Exhibit B) – expenditures for the invoice period, approved budget, cumulative expenditures and budget balance available⁶

- Personnel
- Equipment
- Travel
- Subawardee – Consultants
- Subawardee – Subcontract/Subrecipients
- Materials & Supplies
- Other Direct Costs
 - TOTAL DIRECT COSTS (if available from system)
- Indirect Costs
 - TOTAL

Detailed transaction ledger and/or payroll ledger for the invoice period ⁷

- Univ Fund OR Agency Award # (to connect to invoice summary)
- Invoice/Report Period (matching invoice summary)
- GL Account/Object Code
- Doc Type (or subledger reference)
- Transaction Reference#
- Transaction Description, Vendor and/or Employee Name ⁶
- Transaction Posting Date ⁶
- Time Worked ⁶
- Transaction Amount ⁶

⁶ If this information is not on the invoice or summary attachment, it may be included in a detailed transaction ledger.

⁷ For salaries and wages, these elements are anticipated to be included in the detailed transaction ledger. If all elements are not contained in the transaction ledger, then a separate payroll ledger may be provided with the required elements.

Exhibit C

UTC-116

AB20 State/University Model Agreement Terms & Conditions

<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

Exhibit D (if applicable) (Not Applicable)

Additional Requirements Associated with Funding Sources

If the Agreement is subject to any additional requirements imposed on the funding State agency by applicable law (including, but not limited to, bond, proposition and federal funding), then these additional requirements will be set forth in Exhibit D. If the University is a subrecipient, as defined in 2 CFR 200 (Uniform Guidance on Administrative Requirements, Audit Requirements and Cost Principles for Federal Financial Assistance), and the external funding entity is the federal government, the name of the federal agency, the prime award number (if available), and the Catalog of Federal Domestic Assistance (CFDA) program number will be listed in Exhibit D. (Please see sections 10.A and 10.B of the UTC.)

Agency (Required for federal funding source)	Prime Agreement Number (if available)	If Federal, CFDA Number

Exhibit E (if applicable) (Not Applicable)

Special Conditions for Security of Confidential Information

If the of work or project results in additional legal and regulatory requirements regarding security of Confidential Information, those requirements regarding the use and disposition of the information, will be provided by the funding State agency in Exhibit E. (Please see section 8.E of the UTC.)

Exhibit F (if applicable) (Not Applicable)

**Access to State Facilities or Computing Systems
Agency Requirements/Agreement**

If the scope of work or project requires that the Universities have access to State agency facilities or computing systems and a separate agreement between the individual accessing the facility or system and the State agency is necessary, then the requirement for the agreement and the agreement itself will be listed in Exhibit F. (Please see section 20 of the UTC.)

Exhibit G – Negotiated Alternate UTC Terms (if applicable)

*While every effort has been made to keep the UTC as universal in its application as possible, there may be unique projects where a given term in the UTC may be inappropriate or inadequate. AB20 allows for those terms to be changed, but only through the mutual agreement and negotiation of the State agency and the University campus. If a given term in the UTC is to be changed, the change should **not** be noted in Exhibit C, but rather noted separately in Exhibit G.*

Appendix 1: Terms and Conditions for Interagency Agreements

1. Time: Time is of the essence in this Agreement. The Grantee will submit the required deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and/or scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Grantee.
2. Ownership and Public Records Act: All reports and the supporting documentation and data collected during the funding period which are embodied in those reports, shall become the property of the State and subject to disclosure under the Public Records Act.
3. Additional Audits: The Grantee agrees that the awarding department, the Department of General Services, the California State Auditor, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated by the State. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7; Pub. Contract Code §10115 et seq.; Cal. Code Regs., tit. 2, §1896.)
4. Provisions Relating to Data:
 - a. Prior to the expiration of any legally required retention period and before destroying any data, the Grantee shall notify the State of any such contemplated action; and the State may within 30 days of said notification, determine whether or not the data shall be further preserved. The State shall pay the expense of further preserving the data. The State shall have unrestricted, reasonable access to the data that are preserved in accordance with this Agreement.
 - b. The Grantee shall use its best efforts to furnish competent witnesses and to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
5. Independent Grantee: The Grantee and the agents and employees of the Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the State.

6. Waiver: The waiver by OSHPD of a breach of any provision of this Agreement by the Grantee will not operate or be construed as a waiver of any subsequent breach by OSHPD. OSHPD expressly reserves the right to disqualify the Grantee from any future grant awards for failure to comply with the terms of this Agreement.
7. Disputes: The Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement, shall be resolved as follows:
 - a. The Grantee will discuss the problem informally with the Program Manager. If unresolved, the problem shall be presented, in writing, as a grievance to the HWDD Deputy Director stating the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought.
 - b. The Deputy Director shall make a determination within ten working days after receipt of the written grievance from the Grantee and shall respond in writing to the Grantee indicating the decision and the reasons for it.
 - c. The Grantee may appeal the decision of the Deputy Director by submitting written notice to the Director of its intent to appeal, within ten working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Grantee within twenty working days of receipt of the Grantee's letter. The Director's decision will be final.
8. Termination for Cause: OSHPD may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided.

Attachment L: Sample Primary Care Physician Assistant AB 20 Contract Provisions

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

	AGREEMENT NUMBER
	REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

The Office of Statewide Health Planning and Development, hereinafter referred to as "State"

CONTRACTOR'S NAME

, hereinafter referred to as "University"

2. The term of this Agreement is: 06/30/2018 through 08/15/2019

3. The maximum amount of this Agreement is: \$

4. The parties agree to comply with the terms and conditions of the following Exhibits, which by this reference are made a part of the Agreement.

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- | | | |
|---|---|---------|
| <input type="checkbox"/> Exhibit D – Additional Requirements Associated with Funding Sources | 0 | page(s) |
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| <input checked="" type="checkbox"/> Exhibit G – If applicable | 0 | page(s) |

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These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
 PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME		
The Office of Statewide Health Planning and Development		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
 PRINTED NAME AND TITLE OF PERSON SIGNING		
Lynne Edison, Procurement and Contracts Manager		
ADDRESS		
2020 West El Camino Ave, Suite 1000, Sacramento, CA 95833		

☐ Exempt per:

Exhibit A

Project Summary & Scope of Work

Project Summary/Abstract

Briefly describe the long-term objectives for achieving the stated goals of the project.

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Scope of Work

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 - b. Under the direction of the Program Director, use Grant Funds to provide family nurse practitioner training for Number (number) students in the 2018/19 Payment Year.
 - c. Grantee's application, appendices, and forms are hereby incorporated into this Agreement as though fully set forth herein.
- H. Invoicing:
- 8. For services satisfactorily rendered in accordance with the Scope of Work, and upon receipt and approval of the quarterly certifications as specified in subsection (3) hereunder. OSHPD agrees to compensate Grantee in accordance with the rates specified herein.
 - 9. The total amount payable to the Grantee under this Agreement shall not exceed \$
 - 10. Certifications shall include the Agreement Number, the names of the student(s) trained under this Agreement, a signature by the Program Director certifying that each student(s) was engaged in activities authorized by this Agreement, and shall be submitted for payment on a quarter or semester basis in arrears to:

Song-Brown Training Program Administrator
Office of Statewide Health Planning and Development
Healthcare Workforce Development Division
2020 West El Camino Avenue, Suite 1222
Sacramento, CA 95833
 - 11. OSHPD will withhold the final quarterly payment due to the Grantee under this Agreement until all required reports are submitted to OSHPD and approved. OSHPD will notify the Grantee in writing when the reports have been approved.

Exhibit A1

SCHEDULE OF DELIVERABLES

List all items that will be delivered to the State under the proposed Scope of Work. Include all reports, including draft reports for State review, and any other deliverables, if requested by the State and agreed to by the Parties.

Deliverable*	Description	Due Date
Program Reports	Grantee shall submit a complete Final Report on a form to be provided by OSHPD within forty-five (45) days of the end of Payment Year but no later than 08/15/2019.	Within 45 days of the end of Payment Year
The following Deliverables are subject to paragraph 18. Copyrights, Section B of Exhibit C		

** If use of any Deliverable is restricted or is anticipated to contain Preexisting Data or copyrightable works with any restricted use, it will be clearly identified in Exhibit A4, Use of Preexisting Data, Copyrighted Works and Deliverables.*

Exhibit A2 (Not Applicable)

KEY PERSONNEL

List Key Personnel as defined in the Agreement starting with the PI, by last name, first name followed by Co-PIs. Then list all other Key Personnel in alphabetical order by last name. For each individual listed include his/her name, institutional affiliation, and role on the proposed project. USE ADDITIONAL CONSECUTIVELY NUMBERED PAGES AS NECESSARY.

Last Name, First Name	Institutional Affiliation	Role on Project
PI:		
<i>Last name, First name</i>	<i>Institutional affiliation</i>	<i>Role on the project</i>
Co-PI(s) – if applicable:		
<i>Last name, First name</i>	<i>Institutional affiliation</i>	<i>Role on the project</i>
<i>Last name, First name</i>	<i>Institutional affiliation</i>	<i>Role on the project</i>
Other Key Personnel (if applicable):		
<i>Last name, First name</i>	<i>Institutional affiliation</i>	<i>Role on the project</i>
<i>Last name, First name</i>	<i>Institutional affiliation</i>	<i>Role on the project</i>

Exhibit 3

AUTHORIZED REPRESENTATIVES AND NOTICES

The following individuals are the authorized representatives for the State and the University under this Agreement. Any official Notices issued under the terms of this Agreement shall be addressed to the Authorized Official identified below, unless otherwise identified in the Agreement.

Changes in the University Principal Investigator are subject to the Key Personnel section of this Agreement. Changes in other contact information may be made by notification, in writing, between the parties.

State Agency Contacts	University Contacts
Agency Name: Office of Statewide Health Planning and Development	University Name:
Contract Project Manager (Technical) Name: Douglas Truong Program Administrator Address: Office of Statewide Health Planning and Development 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833 Telephone: (916) 326-3721 Fax: Email: douglas.truong@oshpd.ca.gov	Principal Investigator Name: Address: Telephone: Fax: Email:
Authorized Official (contract officer) Name: Lynne Edison Staff Services Manager 1 Procurement and Contract Services Address: Office of Statewide Health Planning and Development 2020 West El Camino Avenue, Suite 1000 Sacramento, CA 95833 Telephone: (916) 326-3286 Fax: Email: lynne.edison@oshpd.ca.gov	Authorized Official Name: Address: Telephone: Fax: Email:

Exhibit A4 (Not Applicable)

USE OF PREEXISTING DATA, COPYRIGHTED WORKS AND DELIVERABLES

If the either Party will be using any third-party or pre-existing data or copyrighted works that have restrictions on use, then list all such data or copyrighted works and the nature of the restriction below. If no third-party or pre-existing data or copyrighted works will be used, check "none" in this section.

- D. State: Preexisting Data and/or copyrighted works to be provided to the University from the State or a third party for use in the performance in the Scope of Work.

☒ None or ☐ List:

Owner (State Agency or 3 rd Party)	Type of Data or copyrighted work (Restricted or Unrestricted)	Description	If Restricted, nature of restriction:

- E. University: Use of Preexisting Data or copyrighted works included in Deliverables identified in Exhibit A1.

☒ None or ☐ List:

Owner (University or 3 rd Party)	Type of Data or copyrighted work (Restricted or Unrestricted)	Description	If Restricted, nature of restriction:

F. Anticipated restrictions on use of Project Data.

If the University PI anticipates that any of the Project Data generated during the performance of the Scope of Work will have a restriction on use (such as subject identifying information in a data set) then list all such anticipated restrictions below. If there are no restrictions anticipated in the Project Data, then check "none" in this section.

☒ None or ☐ List:

Owner (University or 3 rd Party)	Description	Nature of Restriction:

Exhibit A5 (Not Applicable)

CURRICULUM VITAE (CV) / RÉSUMÉS / BIOSKETCH

Attach CV/Résumé/Biosketch for Key Personnel listed in Exhibit A2.

Exhibit A6 (Not Applicable)

CURRENT & PENDING SUPPORT

(Will be incorporated, if applicable.)

University will provide current & pending support information for Key Personnel identified in Exhibit A2 at time of proposal and upon request from State agency. The "Proposed Project" is this application that is submitted to the State. Add pages as needed.

PI: NAME OF INDIVIDUAL					
Status (currently active or pending approval)	Award # (if available)	Source (name of the sponsor)	Project Title	Start Date	End Date
Proposed Project				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
PENDING				10/1/2010	12/31/2012

NAME OF INDIVIDUAL					
Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
PENDING				10/1/2010	12/31/2012

NAME OF INDIVIDUAL					
Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
PENDING				10/1/2010	12/31/2012

NAME OF INDIVIDUAL					
Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
PENDING				10/1/2010	12/31/2012

NAME OF INDIVIDUAL					
Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
PENDING				10/1/2010	12/31/2012

Exhibit A7 (Not Applicable)

Third Party Confidential Information

Confidential Nondisclosure Agreement

(Identified in Exhibit A, Scope of Work – will be incorporated, if applicable)

If the scope of work requires the provision of third party confidential information to either the State or the Universities, then any requirement of the third party in the use and disposition of the confidential information will be listed below. The third party may require a separate Confidential Nondisclosure Agreement (CNDA) as a requirement to use the confidential information. Any CNDA will be identified in this Exhibit A7.

Exhibit B

Budget Estimate for Project Period

Payment 1	7/1/2018 to 6/30/2019	\$12,000 per student per year x Number (number) Students	\$0
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Exhibit B1

Budget Justification

THE BUDGET JUSTIFICATION WILL INCLUDE THE FOLLOWING ITEMS IN THIS FORMAT.

PERSONNEL

Name. Starting with the Principal Investigator list the names of all known personnel who will be involved on the project for each year of the proposed project period. Include all collaborating investigators, individuals in training, technical and support staff or include as “to be determined” (TBD).

Role on Project. For all personnel by name, position, function, and a percentage level of effort (as appropriate), including “to-be-determined” positions.

Fringe Benefits.

In accordance with University policy, explain the costs included in the budgeted fringe benefit percentages used, which could include tuition/fee remission for qualifying personnel to the extent that such costs are provided for by University policy, to estimate the fringe benefit expenses on Exhibit B.

See Exhibit B.

TRAVEL

Itemize all travel requests separately by trip and justify in Exhibit B1, in accordance with University travel guidelines. Provide the purpose, destination, travelers (name or position/role), and duration of each trip. Include detail on airfare, lodging and mileage expenses, if applicable. Should the application include a request for travel outside of the state of California, justify the need for those out-of-state trips separately and completely.

See Exhibit B.

MATERIALS AND SUPPLIES

Itemize materials supplies in separate categories. **Include a complete justification of the project’s need for these items. Theft sensitive equipment (under \$5,000) must be justified and tracked separately in accordance with State Contracting Manual Section 7.29.**

See Exhibit B.

EQUIPMENT

List each item of equipment (greater than or equal to \$5,000 with a useful life of more than one year) with amount requested separately and justify each.

See Exhibit B.

CONSULTANT COSTS

Consultants are individuals/organizations who provide expert advisory or other services for brief or limited periods and do not provide a percentage of effort to the project or program. Consultants are not involved in the scientific or technical direction of the project as a whole.

Provide the names and organizational affiliations of all consultants. Describe the services to be performed, and include the number of days of anticipated consultation, the expected rate of compensation, travel, per diem, and other related costs.

See Exhibit B.

SUBAWARDEE (CONSORTIUM/SUBRECIPIENT) COSTS

Each participating consortium organization must submit a separate detailed budget for every year in the project period in Exhibit B2 Subcontracts. Include a complete justification for the need for any subawardee listed in the application.

See Exhibit B.

OTHER DIRECT COSTS

Itemize any other expenses by category and cost. Specifically justify costs that may typically be treated as indirect costs. For example, if insurance, telecommunication, or IT costs are charged as a direct expense, explain reason and methodology.

See Exhibit B.

RENT

If the scope of work will be performed in an off-campus facility rented from a third party for a specific project or projects, then rent may be charged as a direct expense to the award.

See Exhibit B.

INDIRECT (F&A) COSTS

Indirect costs are calculated in accordance with the University budgeted indirect cost rate in Exhibit B.

See Exhibit B.

Exhibit B2 (Not Applicable)

Budget Estimates Pertaining to Subcontractors (when applicable)

Principal Investigator (Last, First):

Exhibit B2

COMPOSITE BUDGET: ESTIMATE FOR ENTIRE PROPOSED PROJECT PERIOD 07/01/2014 to 06/30/2017					
BUDGET CATEGORY	From: To:	7/1/2014 6/30/2015 Year 1	7/1/2015 6/30/2016 Year 2	7/1/2016 6/30/2017 Year 3	Year 4 TOTAL
PERSONNEL: <i>Salary and fringe benefits.</i>		\$0	\$0	\$0	\$0
TRAVEL		\$0	\$0	\$0	\$0
MATERIALS & SUPPLIES		\$0	\$0	\$0	\$0
EQUIPMENT		\$0	\$0	\$0	\$0
CONSULTANT		\$0	\$0	\$0	\$0
SUBRECIPIENT		\$0	\$0	\$0	\$0
OTHER DIRECT COSTS (ODC)	<i>Subject to IDC Calc</i>				
ODC #1		\$0	\$0	\$0	\$0
ODC #2		\$0	\$0	\$0	\$0
ODC #3	Y	\$0	\$0	\$0	\$0
ODC #4	Y	\$0	\$0	\$0	\$0
ODC #5	Y	\$0	\$0	\$0	\$0
ODC #6	Y	\$0	\$0	\$0	\$0
TOTAL DIRECT COSTS		\$0	\$0	\$0	\$0
Indirect (F&A) Costs					
	<u>F&A Base</u>				
On-Campus	MTDC	\$0	\$0	\$0	\$0
Indirect (F&A) Costs	40.00%	\$0	\$0	\$0	\$0
TOTAL ESTIMATED COSTS PER YEAR		\$0	\$0	\$0	\$0
TOTAL ESTIMATED COSTS FOR PROPOSED PROJECT PERIOD					\$0

JUSTIFICATION. See Exhibit B1 - Follow the budget justification instructions.

Funds Reversion Dates

06/30/2018 06/30/2019 06/30/2020

Project Period Budget Flexibility (lesser of % or Amount)

Prior approval required for budget changes between approved cost categories above the thresholds identified.

% 10.00%

or

Amount \$10,000

Exhibit B3 (Not Applicable)

Invoice and Detailed Transaction Ledger Elements

In accordance with Section 14 – Payment and Invoicing, the invoice, summary report and/or transaction/payroll ledger shall be certified by the University’s Financial Contact and the PI.

Summary Invoice – includes either on the invoice or in a separate summary document – by approved budget category (Exhibit B) – expenditures for the invoice period, approved budget, cumulative expenditures and budget balance available⁸

- Personnel
- Equipment
- Travel
- Subawardee – Consultants
- Subawardee – Subcontract/Subrecipients
- Materials & Supplies
- Other Direct Costs
 - TOTAL DIRECT COSTS (if available from system)
- Indirect Costs
 - TOTAL

Detailed transaction ledger and/or payroll ledger for the invoice period⁹

- Univ Fund OR Agency Award # (to connect to invoice summary)
- Invoice/Report Period (matching invoice summary)
- GL Account/Object Code
- Doc Type (or subledger reference)
- Transaction Reference#
- Transaction Description, Vendor and/or Employee Name⁶
- Transaction Posting Date⁶
- Time Worked⁶
- Transaction Amount⁶

⁸ If this information is not on the invoice or summary attachment, it may be included in a detailed transaction ledger.

⁹ For salaries and wages, these elements are anticipated to be included in the detailed transaction ledger. If all elements are not contained in the transaction ledger, then a separate payroll ledger may be provided with the required elements.

Exhibit C

UTC-116

AB20 State/University Model Agreement Terms & Conditions

<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

Exhibit D (if applicable) (Not Applicable)

Additional Requirements Associated with Funding Sources

If the Agreement is subject to any additional requirements imposed on the funding State agency by applicable law (including, but not limited to, bond, proposition and federal funding), then these additional requirements will be set forth in Exhibit D. If the University is a subrecipient, as defined in 2 CFR 200 (Uniform Guidance on Administrative Requirements, Audit Requirements and Cost Principles for Federal Financial Assistance), and the external funding entity is the federal government, the name of the federal agency, the prime award number (if available), and the Catalog of Federal Domestic Assistance (CFDA) program number will be listed in Exhibit D. (Please see sections 10.A and 10.B of the UTC.)

Agency (Required for federal funding source)	Prime Agreement Number (if available)	If Federal, CFDA Number

Exhibit E (if applicable) (Not Applicable)

Special Conditions for Security of Confidential Information

If the of work or project results in additional legal and regulatory requirements regarding security of Confidential Information, those requirements regarding the use and disposition of the information, will be provided by the funding State agency in Exhibit E. (Please see section 8.E of the UTC.)

Exhibit F (if applicable) (Not Applicable)

**Access to State Facilities or Computing Systems
Agency Requirements/Agreement**

If the scope of work or project requires that the Universities have access to State agency facilities or computing systems and a separate agreement between the individual accessing the facility or system and the State agency is necessary, then the requirement for the agreement and the agreement itself will be listed in Exhibit F. (Please see section 20 of the UTC.)

Exhibit G – Negotiated Alternate UTC Terms (if applicable)

*While every effort has been made to keep the UTC as universal in its application as possible, there may be unique projects where a given term in the UTC may be inappropriate or inadequate. AB20 allows for those terms to be changed, but only through the mutual agreement and negotiation of the State agency and the University campus. If a given term in the UTC is to be changed, the change should **not** be noted in Exhibit C, but rather noted separately in Exhibit G.*

Appendix 1: Terms and Conditions for Interagency Agreements

1. Time: Time is of the essence in this Agreement. The Grantee will submit the required deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and/or scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Grantee.
2. Ownership and Public Records Act: All reports and the supporting documentation and data collected during the funding period which are embodied in those reports, shall become the property of the State and subject to disclosure under the Public Records Act.
3. Additional Audits: The Grantee agrees that the awarding department, the Department of General Services, the California State Auditor, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated by the State. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7; Pub. Contract Code §10115 et seq.; Cal. Code Regs., tit. 2, §1896.)
4. Provisions Relating to Data:
 - a. Prior to the expiration of any legally required retention period and before destroying any data, the Grantee shall notify the State of any such contemplated action; and the State may within 30 days of said notification, determine whether or not the data shall be further preserved. The State shall pay the expense of further preserving the data. The State shall have unrestricted, reasonable access to the data that are preserved in accordance with this Agreement.
 - b. The Grantee shall use its best efforts to furnish competent witnesses and to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
5. Independent Grantee: The Grantee and the agents and employees of the Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the State.

6. Waiver: The waiver by OSHPD of a breach of any provision of this Agreement by the Grantee will not operate or be construed as a waiver of any subsequent breach by OSHPD. OSHPD expressly reserves the right to disqualify the Grantee from any future grant awards for failure to comply with the terms of this Agreement.
7. Disputes: The Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement, shall be resolved as follows:
 - a. The Grantee will discuss the problem informally with the Program Manager. If unresolved, the problem shall be presented, in writing, as a grievance to the HWDD Deputy Director stating the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought.
 - b. The Deputy Director shall make a determination within ten working days after receipt of the written grievance from the Grantee and shall respond in writing to the Grantee indicating the decision and the reasons for it.
 - c. The Grantee may appeal the decision of the Deputy Director by submitting written notice to the Director of its intent to appeal, within ten working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Grantee within twenty working days of receipt of the Grantee's letter. The Director's decision will be final.
8. Termination for Cause: OSHPD may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided.